

AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/15/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - F
SUBJECT: Request for approval to Piggyback State Contract #250-000-09-1 to use NEXUS IS, Inc.

LOCATION:

N/A

BACKGROUND:

Nexus IS, Inc. is a certified reseller of Cisco products and service. They are authorized as a vendor on Florida State Contract #250-000-09-1. Staff is requesting the purchase of a maintenance contract through Nexus IS, Inc. for Cisco Smartnet warranty and support of Cisco Systems for a total of three (3) years.

Maintenance contracts tend to increase yearly at a rate of between 3 to 5 percent. Using that formula today's one year deal costing \$ 40,794.69 would increase to \$ 42,834.42 the second year and \$44,976.14 the third.

Staff requested the three (3) year deal in order to qualify the City for a multi-year discount which provides for a savings of \$ 4,858.27 off the one year quoted price of \$40,794.69. The City will pay a flat rate of \$ 35,936.42 for three (3) years of coverage.

The City will see a savings of \$ 14,574.81 over the life of the contract. The difference in year three of the contracted price as opposed to the one year projected price in year three shows a potential savings of \$ 9,039.72. Additionally when the contract expires the City will begin negotiating from the lowest possible price point thereby minimizing as best as possible the level of increase associated with the contract renewal.

This contract will provide 4 hour response on critical network hardware and software, including our enterprise wide phone system. This will ensure we receive timely software updates, future product releases, and reduced downtime in network outages. The agreement will have a total cost of \$107,809.26.

**ORIGINATING
DEPARTMENT:**

The agreement is valid for a total of three (3) years.

SOURCE OF FUNDS:

Information Technology Division

COST:

General Fund

\$107,809.26

REVIEWED BY:

Finance Director, City Attorney,

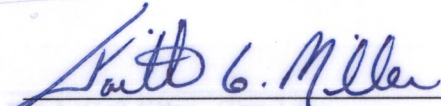
**STAFF
RECOMMENDATION
PRESENTED BY:**

Steve Narvaez, IT Manager - Staff is recommending award of the purchase of a 3 year maintenance contract through Nexus IS, Inc. for Cisco Smartnet warranty and support of Cisco Systems at a total cost of \$107,809.26.

**POTENTIAL
MOTION:**

"I move to approve a 3 year maintenance contract through NEXUS IS, Inc. for Cisco Smartnet warranty and support services at a total cost of \$107,809.26."

**AGENDA ITEM
APPROVED BY:**


Faith G. Miller, City Manager

ATTACHMENTS:

- Florida State Contract #250-000-09-1
- Florida State Contract #730-000-09-1
- Cisco Vendor List
- Maintenance Agreement



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Sept. 23, 2008

Mr. Hank Williams
Territory Account Manager
Nortel Networks Inc.
10151 Deerwood Park Blvd.; Suite 300
Jacksonville, FL 32256

RE: ITN No. 6-730-000-Y

Dear Mr. Williams:

Congratulations on being selected to provide services to the State of Florida according to ITN.6-730-000-Y, "Telephony Equipment and Services".

This letter serves to finalize the State Term Contract for that ITN award.

As such, the Division of State Purchasing requires NORTEL's certification of acceptance of certain ITN requirements outlined on the attached table by placing an "X" in the "Yes" column next to those requirements (1 through 21), and signing where indicated.

Please further acknowledge your company's acceptance of the terms and conditions within the ITN, the certifications (1-21), our negotiations, etc. by affixing the signature of a duly authorized representative of NORTEL on the CONTRACT FORM (attached).

Please return this entire package to me via fax or scanned copy as soon as possible.

The Secretary of the Department of Management Services (or her representative) will sign the document on behalf of the State of Florida and we shall return a fully executed copy to you.

Sincerely,

Mark Foss, PMP
Lead Purchasing Analyst, IT Technology Team
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

We serve those who serve Florida.

**Table of Certifications
for
ITN 6-730-000-Y**

Certify that your final submittal, which includes your bid response, conforms to each of the following requirements by responding in the space provided.

	YES	NO
1. Does the Respondent certify compliance with all of the System Technical Requirements detailed in Section 6.3 of the ITN document?	X	
2. Does the Respondent certify compliance with all of the Station Technical Requirements detailed in Section 6.4 of the ITN document?	X	
3. Has the Respondent completed all worksheets with the requirements and instructions as dictated by Section 7.0 of the ITN document?	X	
4. Has the Respondent certified its placement in either of the Gartner Magic Quadrants as detailed in Section 3.6 of the ITN Document?	X	
5. Has Respondent submitted a Dun and Bradstreet Supplier Qualifier Report?	X	
6. Does the Respondent certify compliance with the requirement in Section 3.6 of the ITN document requiring the submittal of their Response as a single Prime Contractor?	X	
7. Does the Respondent certify compliance with the requirement the E-911 Emergency Specifications detailed in Section 6.11 of the ITN document ?	X	
8. Does the Respondent certify that SLAs will comply with conditions as established in Section 6.9 of the ITN document?	X	
9. Does the Respondent certify that their operational tools and support staff exceed the minimum expectations as outlined in Section 6.10 of the ITN Document?	X	
10. Does the Respondent certify the ability to meet other Performance Expectations as described in Section 6.8 of the ITN document?	X	
11. Does the Respondent certify that they conform to all of the Standards listed in Section 6.7 of the ITN document?	X	
12. Does the Respondent certify compliance with the "Miscellaneous Clarifications and Conditions" as established in Section 6.13.of the ITN document?	X	
13. Respondent certifies that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 6.14.	X	
14. Does the Respondent agree that Sections 2 and 4 of the ITN (PUR 1001 and PUR 1000 respectively) cannot be amended or changed? Any minor clarifications to language have been articulated in other areas of the vendor submission and throughout the negotiation process.	X	
15. Respondent certifies that the above clarifications and affirmations do not limit in any way the terms and conditions of ITN number 6-730-000-Y which shall apply to any contract resulting from this ITN.	X	
16. Does the Respondent certify that as Prime Contractors they have offered options for Purchase, Lease, Rental and Vendor Management.	X	
17. Prime Contractors must submit pricing and detailed equipment lists that demonstrate that the proposed configuration is technically compliant	X	

and meets all technical specifications for that category, including growth.		
18. Does the Respondent agree as detailed in Section 6.9 of the ITN, that Service Level Agreements are used to ensure that the Prime Contractor meets the required performance and delivery expectations. SLAs are between the Department of Management Services/CITS and the Prime Contractor for Lease, Rental & Vendor Management Options and are calculated, measured and credited on a per incident, per location (system) basis? The SLA credit shall not exceed 100% MRC.	X	
19. Does the Respondent agree as Section 5.12 states that "...the Manufacturers lease agreement form will not be used since a contract resulting from this negotiation and the Communication Services Authorization (CSA) form will constitute the complete agreement...."? Attachment 14 was presented to cover the lease/rental provisions of this contract.	X	
Furthermore, monthly per Lease/Rental costs must remain firm throughout the contract term, and	X	
each per licensed station lease / rental shall include the cost of the entire voice system, all peripheral components (excluding voicemail, Unified Messaging, ACD consoles, gateways, station equipment, special services, session boarder controller) and standard maintenance service.	X	
20. Section 5.9 of the ITN clearly addresses "Invoicing / Billing".		
a. Does the Respondent agree that Purchases shall be DIRECT BILLED by the Prime Contractor to an Agency or Other Eligible User; and they shall follow Florida Administrative Code 60FF as detailed in Section 6.13.19 of the ITN document?	X	
b. Does the Respondent agree that Prime Contractors (and all sub-contractors) shall utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease/rental/vendor management options?	X	
21. Does the Respondent agree that the State's "Purchase Pricing" will be a discount percentage off the current Manufacturers Suggested Retail Price (MSRP) and pricing shall NOT increase during the term of the contract? Minimum price decreases for equipment may be requested by the State based upon the Producer Price Index (PPI Series ID pcu334210334210).	X	

Notes, or clarifications on above:

Per the recommendation of the State-Respondent has provided certain clarifications to Section 4 as provided in Attachment 1, attached hereto, which shall be inserted into Section 3 of the ITN Response. Additionally, Contractor requires the following exceptions to the above Certification Table:

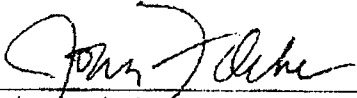
All verbal clarifications that the parties mutually agree should be captured in writing and documented during the initial operational meetings between DMS and Nortel.

Item 19 above: Lease/Rental language will be finalized between Nortel and DMS during initial operational meetings. Should the State of Florida elect to utilize the option of Tax Exempt Financing, the parties shall use a Lease Form compliant with the IRS regulations (e.g. State of Florida CEF form)

Table of Certifications - Continued
for
ITN 6-730-000-Y

Agreed, Certified, and Accepted By:

NORTEL NETWORKS INC.



Authorized Signature

9-25-08

Date

John. F. Orbe

Printed Name

Vice President

Title

Attachment 1
Contractor Required Modifications to Terms and Conditions
FOR
ITN 6-730-000-Y

3.20 Terms and Conditions as Modified or Added by Contractor

3.20.1 Trade-In: Contractor shall not accept any trade-in equipment from customer. However, Contractor may offer assistance to Customer in identifying third party resellers to purchase Customer's used equipment. (note: replaces Section 4.4 (d))

3.20.2 Transportation and Delivery: Prices shall include all charges for packing, handling, freight distribution and inside delivery. Title and risk of loss for ordered hardware shall pass from Contractor or its suppliers to Customer upon delivery to the Customer. Transportation of goods shall be to the agencies located in Florida and as listed on the Order. Contractor will make all reasonable attempts to notify Customer of any potential delivery delays as soon as possible. However, it should be noted that such delivery schedules are based on Contractor's standard lead times. (note: replaces Section 4.11)

3.20.3 Installation: Where installation is part of the requirement on an Order, provided the pricing was included in the quote or bid, there will be no additional charge, however, installation pricing is subject to be billed if not part of a specific quote. If pricing for the product and installation is listed separate on the quote or bid, it should be noted on the purchase order as well as to the cost for installation. (note: replace the first sentence of Section 4.12 with the above statement)

3.20.4 Risk of Loss: Customer is responsible for filing claims for damages and providing insurance while equipment is on Customer's premise especially when equipment is under Lease and/or Rental Agreements, however, Contractor will assist as possible. Further if Customer rejects any products, Customer must provide Contractor notice of the reason for the rejection and as mutually agreed Contractor will make arrangements to remove product or take whatever appropriate action deemed necessary. However, until such agreement is made between the parties, Contractor shall bear no risk with the rejected product nor be responsible to reimburse Customer for any storage fees (note: replaces Section 4.13)

3.20.5 Assignment: The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer, such consent not to be unreasonably withheld. Customer consents without qualification to the sale of receivables, in whole or in part, including all or any part of any associated rights, remedies, and obligations, by Contractor without further notice and authorizes the disclosure of this Agreement and Supplements as necessary to facilitate such sale. (note: add to the end of Section 4.29)

3.20.6 Employees, Subcontractors, and Agents. All contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified and agreed to training qualifications per the contract. Upon request, Contractor shall furnish a copy of the job description for the technical certification or other proof of qualification specific to a job description. All employees, subcontractors, or agents performing work under the Contract must comply with all applicable laws and regulations relevant to the services they are providing under the Contract. The State may request that Contractor perform a security background check on Contractors' employees who work on Customer's restricted premises and provide a notice for each employee to the State that Contractor has conducted a background check. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. (note: replaces Section 4.32)

3.20.7 Security and Confidentiality. The Contractor shall comply with applicable security procedures that have been provided and agreed to by Contractor in advance of commencement of any work. Notwithstanding Chapter 119 F.S. "The Public Records Law" the Contractor and the State shall not divulge to third parties any confidential information obtained by the Contractor, the State or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract. (note: replaces Section 4.33)

3.20.8 Software License: (a) Contractor grants Customer a personal, nonexclusive, nontransferable, nonsublicenseable license to internally: a) install and execute the copy of the Software solely i) to the extent of the authorized activation or authorized usage level and solely for the purpose specified in the Documentation, ii) in the country where the Software was delivered, and iii) with specifically designated Hardware and/or with Contractor authorized customer furnished equipment ("CFE") (collectively, the "Licensed Use"); b) use the associated Documentation solely in support of such Licensed Use; and c) make a single copy of the Software and associated Documentation solely for backup purposes. Customer agrees to maintain an accurate record of the whereabouts of the Software and any backup copy. Contractor and/or its suppliers (as applicable) retain all right, title and interest in and to the Software and Documentation, including any derivatives thereto and copies thereof. **(b) License Restrictions.** Except as expressly authorized in accordance with the Licensed Use, Customer shall not a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, Documentation, or any copy thereof; b) improve, enhance, revise, modify or make any other derivatives of the Software, Documentation or any copy or part thereof; and/or c) merge, link, compile or combine the Software or any part thereof, or any copy thereof, with any other software or other item(s). Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof and shall not upload onto the Internet, permit downloading from the Internet or making the Software accessible to third parties via the Internet. (note: replaces Section 6.8)



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850-488-8440
Fax: 850-414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CONTRACT

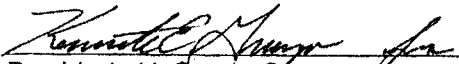
This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate (ITN) No. 6-730-000-Y "Telephony Equipment and Services". The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) Florida Statutes. The term of the Contract is a three year period beginning on the last date executed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets, approved Product Updates, etc.
- Certification Letter Dated Sept. 23, 2008 (with Attachment 1)
- Contractor's bid, ITN Addendums, Amendments, Negotiation Sessions
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

 10/1/08
By: Linda H. South, Secretary Date

We serve those who serve Florida.

Contractor Name: Nortel Networks Inc.
Street Address or P.O. Box: 2221 Lakeside Blvd.
City, State, Zip: Richardson, Texas 75082

(Corporate Seal)

Company: Nortel Networks Inc.

By: John F. White 9-25-08
Date

Vice President
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara W. Crozier
Sept. 30, 2008



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

August 7, 2008

Mr. Anthony Melikian
Government Account Manager
Avaya
211 Mount Airy Rd.
Basking Ridge, NJ 07920

RE: ITN No. 6-730-000-Y

Dear Mr. Melikian:

Congratulations on being selected to provide services to the State of Florida according to ITN.6-730-000-Y, "Telephony Equipment and Services".

This letter serves to finalize the State Term Contract for that ITN award.

As such, the Division of State Purchasing requires Avaya's certification of acceptance of certain ITN requirements outlined on the attached table by placing an "X" in the "Yes" column next to those requirements (1 through 21), and signing where indicated.

Please further acknowledge your company's acceptance of the terms and conditions within the ITN, the certifications (1-21), our negotiations, etc. by affixing the signature of a duly authorized representative of XXXX on the CONTRACT FORM (attached).

Please return this entire package to me via fax or scanned copy as soon as possible.

The Secretary of the Department of Management Services (or her representative) will sign the document on behalf of the State of Florida and we shall return a fully executed copy to you.

Sincerely,

Mark Foss, PMP
Lead Purchasing Analyst, IT Technology Team
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

We serve those who serve Florida.

**Table of Certifications
for
ITN 6-730-000-Y**

Certify that your final submittal, which includes your bid response, conforms to each of the following requirements by responding in the space provided.

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2. Does the Respondent certify compliance with all of the Station Technical Requirements detailed in Section 6.4 of the ITN document?	X	
3. Has the Respondent completed all worksheets with the requirements and instructions as dictated by Section 7.0 of the ITN document?	X	
4. Has the Respondent certified its placement in either of the Gartner Magic Quadrants as detailed in Section 3.6 of the ITN Document?	X	
5. Has Respondent submitted a Dun and Bradstreet Supplier Qualifier Report?	X	
6. Does the Respondent certify compliance with the requirement in Section 3.6 of the ITN document requiring the submittal of their Response as a single Prime Contractor?	X	
7. Does the Respondent certify compliance with the requirement the E-911 Emergency Specifications detailed in Section 6.11 of the ITN document ?	X	
8. Does the Respondent certify that SLAs will comply with conditions as established in Section 6.9 of the ITN document? Parties will mutually clarify the terms "Outage" and "Individual Voice Component" during the Contract "kick-off" sessions as specific operational issues are identified.	X	
9. Does the Respondent certify that their operational tools and support staff exceed the minimum expectations as outlined in Section 6.10 of the ITN Document?	X	
10. Does the Respondent certify the ability to meet other Performance Expectations as described in Section 6.8 of the ITN document?	X	
11. Does the Respondent certify that they conform to all of the Standards listed in Section 6.7 of the ITN document?		X
12. Does the Respondent certify compliance with the "Miscellaneous Clarifications and Conditions" as established in Section 6.13. of the ITN document and as discussed and clarified during the negotiation sessions.	X*	
13. Respondent certifies that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 6.14.	X	
14. Does the Respondent agree that Sections 2 and 4 of the ITN (PUR 1001 and PUR 1000 respectively) cannot be amended or changed? Any minor clarifications to language have been articulated in other areas of the vendor submission and throughout the negotiation process.	X	
15. Respondent certifies that the above clarifications and affirmations do not limit in any way the terms and conditions of ITN number 6-730-000-Y which shall apply to any contract resulting from this ITN.	X	
16. Does the Respondent certify that as Prime Contractors they have offered options for Purchase, Lease, Rental and Vendor Management.	X	

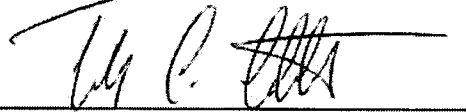
17. Prime Contractors must submit pricing and detailed equipment lists that demonstrate that the proposed configuration is technically compliant and meets all technical specifications for that category, including growth.	X	
18. Does the Respondent agree as detailed in Section 6.9 of the ITN, that Service Level Agreements are used to ensure that the Prime Contractor meets the required performance and delivery expectations. SLAs are between the Department of Management Services/CITS and the Prime Contractor for Lease, Rental & Vendor Management Options and are calculated, measured and credited on a per incident, per location (system) basis? The SLA credit shall not exceed 100% MRC.	X	
19. Does the Respondent agree as Section 5.12 states that "...the Manufacturers lease agreement form will not be used since a contract resulting from this negotiation and the Communication Services Authorization (CSA) form will constitute the complete agreement...."?	X	
Attachment 14 was presented to cover the lease/rental provisions of this contract.	X*	
Furthermore, monthly per Lease/Rental costs must remain firm throughout the contract term, and	X	
each per licensed station lease / rental shall include the cost of the entire voice system, all peripheral components (excluding voicemail, Unified Messaging, ACD consoles, gateways, station equipment, special services, session boarder controller) and standard maintenance service.	X	
20. Section 5.9 of the ITN clearly addresses "Invoicing / Billing".		
a. Does the Respondent agree that Purchases shall be DIRECT BILLED by the Prime Contractor to an Agency or Other Eligible User; and they shall follow Florida Administrative Code 60FF as detailed in Section 6.13.19 of the ITN document?	X	
b. Does the Respondent agree that Prime Contractors (and all sub-contractors) shall utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease/rental/vendor management options?	X	
21. Does the Respondent agree that the State's "Purchase Pricing" will be a discount percentage off the current Manufacturers Suggested Retail Price (MSRP) and pricing shall NOT increase during the term of the contract? Minimum price decreases for equipment may be requested by the State based upon the Producer Price Index (PPI Series ID pcu334210334210).	X	

Notes, or clarifications on above:

11. Avaya's solution does not comply with the following: RFC 2976 Info Method, RFC 3323 Privacy Mechanism, RFC 3966 Tel URIs for Telephone numbers, RFC 3959 Early media SDP and RFC 3960 Early media SDP
12. *Verbal clarifications that the parties mutually agree should be captured in writing will be documented during the first operational meetings between Avaya and DMS.
- 18.* Lease/rental language will be finalized between Avaya and DMS during the first operational meetings.

Table of Certifications - Continued
for
ITN 6-730-000-Y

Agreed, Certified, and Accepted By:
AVAYA Inc.



Authorized Signature

8/12/08

Date

Todd A. Abbott

Printed Name

SVP Sales, President Field Operations

Title

CONTRACT

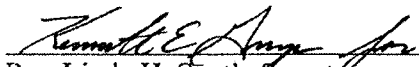
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The Contractor responded to the Department's Invitation to Negotiate (ITN) No. 6-730-000-Y "Telephony Equipment and Services". The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) Florida Statutes. The term of the Contract is a three year period beginning on the date executed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and are hereby incorporated as if fully set forth:

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- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)


State of Florida; Department of Management Services

By:  9/3/08
Linda H. South, Secretary Date

Contractor Name: Avaya Inc.
Street Address or P.O. Box: 211 Mt. Airy Rd.
City, State, Zip: Basking Ridge, NJ 07920

(Seal)

Company: Avaya Inc.

By:  08/27/2008
Vin LaRocca Date

Vice President
Title

Approved as to form and legality
by the Department General Counsel's Office: _____



Division of State Purchasing
4050 Esplanade Way, Suite 360
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Governor Charlie Crist

Secretary Linda H. South

August 7, 2008

Ms. Denise Yaeger
Cisco Systems, Inc.
1625 Summit Lake Drive, Suite 223
Tallahassee, FL, 32317

RE: ITN No. 6-730-000-Y

Dear Ms. Yaeger:

Congratulations on being selected to provide services to the State of Florida according to ITN.6-730-000-Y, "Telephony Equipment and Services".

This letter serves to finalize the State Term Contract for that ITN award.

As such, the Division of State Purchasing requires CISCO's certification of acceptance of certain ITN requirements outlined on the attached table by placing an "X" in the "Yes" column next to those requirements (1 through 21), and signing where indicated.

Please further acknowledge your company's acceptance of the terms and conditions within the ITN, the certifications (1-21), our negotiations, etc. by affixing the signature of a duly authorized representative of CISCO on the CONTRACT FORM (attached).

Please return this entire package to me via fax or scanned copy as soon as possible.

The Secretary of the Department of Management Services (or her representative) will sign the document on behalf of the State of Florida and we shall return a fully executed copy to you.

Sincerely,

Mark Foss, PMP
Lead Purchasing Analyst, IT Technology Team
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

We serve those who serve Florida.

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ITN 6-730-000-Y**

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6. Does the Respondent certify compliance with the requirement in Section 3.6 of the ITN document requiring the submittal of their Response as a single Prime Contractor?	X	
7. Does the Respondent certify compliance with the requirement the E-911 Emergency Specifications detailed in Section 6.11 of the ITN document ?	X	
8. Does the Respondent certify that SLAs will comply with conditions as established in Section 6.9 of the ITN document?	X	
9. Does the Respondent certify that their operational tools and support staff exceed the minimum expectations as outlined in Section 6.10 of the ITN Document?	X	
10. Does the Respondent certify the ability to meet other Performance Expectations as described in Section 6.8 of the ITN document?	X	
11. Does the Respondent certify that they conform to all of the Standards listed in Section 6.7 of the ITN document?	X	
12. Does the Respondent certify compliance with the "Miscellaneous Clarifications and Conditions" as established in Section 6.13.of the ITN document?	X	
13. Respondent certifies that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 6.14.	X	
14. Does the Respondent agree that Sections 2 and 4 of the ITN (PUR 1001 and PUR 1000 respectively) cannot be amended or changed? Vendor's clarifications to Sections 2 and 4 are deemed to be moved to Section 3 per the agreements during the negotiation process.	X	
15. Respondent certifies that the above clarifications and affirmations do not limit in any way the terms and conditions of ITN number 6-730-000-Y which shall apply to any contract resulting from this ITN.	X	
16. Does the Respondent certify that as Prime Contractors they have offered options for Purchase, Lease, Rental and Vendor Management?	X	

17. Prime Contractors must submit pricing and detailed equipment lists that demonstrate that the proposed configuration is technically compliant and meets all technical specifications for that category, including growth.	X	
18. Does the Respondent agree as detailed in Section 6.9 of the ITN, that Service Level Agreements are used to ensure that the Prime Contractor meets the required performance and delivery expectations. SLAs are between the Department of Management Services/CITS and the Prime Contractor for Lease, Rental & Vendor Management Options and are calculated, measured and credited on a per incident, per location (system) basis? The SLA credit shall not exceed 100% MRC.	X	
19. Does the Respondent agree as Section 5.12 states that "...the Manufacturers lease agreement form will not be used since a contract resulting from this negotiation and the Communication Services Authorization (CSA) form will constitute the complete agreement...."? Attachment 14 was presented to cover the lease/rental provisions of this contract.	X	
Furthermore, monthly per Lease/Rental costs must remain firm throughout the contract term, and	X	
each per licensed station lease / rental shall include the cost of the entire voice system, all peripheral components (excluding voicemail, Unified Messaging, ACD consoles, gateways, station equipment, special services, session boarder controller) and standard maintenance service.	X	
20. Section 5.9 of the ITN clearly addresses "Invoicing / Billing". a. Does the Respondent agree that Purchases shall be DIRECT BILLED by the Prime Contractor (and all sub-contractors) to an Agency or Other Eligible User; and they shall follow Florida Administrative Code 60FF as detailed in Section 6.13.19 of the ITN document when it becomes effective as applied to this Agreement?	X	
b. Does the Respondent agree that Prime Contractors (and all sub-contractors) shall utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease/rental/vendor management options?	X	
21. Does the Respondent agree that the State's "Purchase Pricing" for equipment will be a discount percentage off the current Manufacturers Suggested Retail Price (MSRP) and equipment pricing shall NOT increase during the term of the contract? Subject to mutual agreement, minimum price decreases may be requested by the State based upon the Producer Price Index (PPI Series ID pcu334210334210).	X	

Notes, or clarifications on above:

NOTE # 19: Should the State of Florida elect to utilize the option of Tax Exempt Financing, the Parties will use a lease form compliant with IRS regulations (e.g. State of Florida CEF form).

NOTE # 21: Purchase Price for equipment will not increase during term. Purchase price for services is subject to the then-current U.S. Global List Price at time of purchase, less contract discount.

Table of Certifications - Continued
for
ITN 6-730-000-Y

Agreed, Certified, and Accepted By:

CISCO Systems, Inc.

Ted Hull
Authorized Signature

8/18/2008
Date

Ted Hull
Printed Name

VP-CSF
Title

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate (ITN) No. 6-730-000-Y "Telephony Equipment and Services". The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) Florida Statutes. The term of the Contract is a three year period beginning on the date executed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets, approved Product Updates, etc.
- Certification Letter Dated Aug. 7, 2008
- Contractor's bid
- ITN Addendums, Amendments, Negotiation Sessions
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

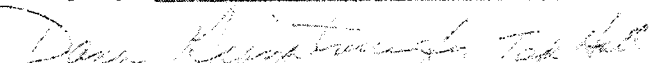
State of Florida; Department of Management Services

 9/3/08
By: Linda H. South, Secretary Date

Contractor Name: Cisco Systems, Inc
Street Address or P.O. Box: 170 West Tasman Dr
City, State, Zip: San Jose, CA 95134

(Seal)

Company: CISCO

 9/26/08
By: _____ Date



Title

Approved as to form and legality

by the Department General Counsel's Office: _____



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

August 7, 2008

Ms. Mercedes Lee Epp
Account Executive
8522 Congressional Drive
Tallahassee, FL 32312

RE: ITN No. 6-730-000-Y

Dear Ms. Epp:

Congratulations on being selected to provide services to the State of Florida according to ITN.6-730-000-Y, "Telephony Equipment and Services".

This letter serves to finalize the State Term Contract for that ITN award.

As such, the Division of State Purchasing requires SIEMENS' certification of acceptance of certain ITN requirements outlined on the attached table by placing an "X" in the "Yes" column next to those requirements (1 through 21), and signing where indicated.

Please further acknowledge your company's acceptance of the terms and conditions within the ITN, the certifications (1-21), our negotiations, etc. by affixing the signature of a duly authorized representative of SIEMENS on the CONTRACT FORM (attached).

Please return this entire package to me via fax or scanned copy as soon as possible.

The Secretary of the Department of Management Services (or her representative) will sign the document on behalf of the State of Florida and we shall return a fully executed copy to you.

Sincerely,

Mark Foss, PMP
Lead Purchasing Analyst, IT Technology Team
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

We serve those who serve Florida.

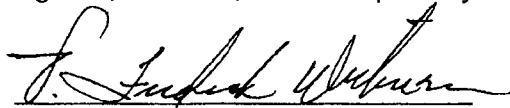
**Table of Certifications
for
ITN 6-730-000-Y**

Certify that your final submittal, which includes your bid response, conforms to each of the following requirements by responding in the space provided.

	YES	NO
1. Does the Respondent certify compliance with all of the System Technical Requirements detailed in Section 6.3 of the ITN document?	X	
2. Does the Respondent certify compliance with all of the Station Technical Requirements detailed in Section 6.4 of the ITN document?	X	
3. Has the Respondent completed all worksheets with the requirements and instructions as dictated by Section 7.0 of the ITN document?	X	
4. Has the Respondent certified its placement in either of the Gartner Magic Quadrants as detailed in Section 3.6 of the ITN Document?	X	
5. Has Respondent submitted a Dun and Bradstreet Supplier Qualifier Report?	X	
6. Does the Respondent certify compliance with the requirement in Section 3.6 of the ITN document requiring the submittal of their Response as a single Prime Contractor?	X	
7. Does the Respondent certify compliance with the requirement the E-911 Emergency Specifications detailed in Section 6.11 of the ITN document ?	X	
8. Does the Respondent certify that SLAs will comply with conditions as established in Section 6.9 of the ITN document?	X	
9. Does the Respondent certify that their operational tools and support staff exceed the minimum expectations as outlined in Section 6.10 of the ITN Document?	X	
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11. Does the Respondent certify that they conform to all of the Standards listed in Section 6.7 of the ITN document?	X	
12. Does the Respondent certify compliance with the "Miscellaneous Clarifications and Conditions" as established in Section 6.13.of the ITN document?	X	
13. Respondent certifies that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 6.14.	X	
14. Does the Respondent agree that Sections 2 and 4 of the ITN (PUR 1001 and PUR 1000 respectively) cannot be amended or changed? Any minor clarifications to language have been articulated in other areas of the vendor submission and throughout the negotiation process.	X	
15. Respondent certifies that the above clarifications and affirmations do not limit in any way the terms and conditions of ITN number 6-730-000-Y which shall apply to any contract resulting from this ITN.	X	
16. Does the Respondent certify that as Prime Contractors they have offered options for Purchase, Lease, Rental and Vendor Management.	X	

17. Prime Contractors must submit pricing and detailed equipment lists that demonstrate that the proposed configuration is technically compliant and meets all technical specifications for that category, including growth.	X	
18. Does the Respondent agree as detailed in Section 6.9 of the ITN, that Service Level Agreements are used to ensure that the Prime Contractor meets the required performance and delivery expectations. SLAs are between the Department of Management Services/CITS and the Prime Contractor for Lease, Rental & Vendor Management Options and are calculated, measured and credited on a per incident, per location (system) basis? The SLA credit shall not exceed 100% MRC.	X	
19. Does the Respondent agree as Section 5.12 states that "...the Manufacturers lease agreement form will not be used since a contract resulting from this negotiation and the Communication Services Authorization (CSA) form will constitute the complete agreement...."? Attachment 14 was presented to cover the lease/rental provisions of this contract.	X	
Furthermore, monthly per Lease/Rental costs must remain firm throughout the contract term, and	X	
each per licensed station lease / rental shall include the cost of the entire voice system, all peripheral components (excluding voicemail, Unified Messaging, ACD consoles, gateways, station equipment, special services, session boarder controller) and standard maintenance service.	X	
20. Section 5.9 of the ITN clearly addresses "Invoicing / Billing". a. Does the Respondent agree that Purchases shall be DIRECT BILLED by the Prime Contractor to an Agency or Other Eligible User; and they shall follow Florida Administrative Code 60FF as detailed in Section 6.13.19 of the ITN document?	X	
b. Does the Respondent agree that Prime Contractors (and all sub-contractors) shall utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease/rental/vendor management options?	X	
21. Does the Respondent agree that the State's "Purchase Pricing" will be a discount percentage off the current Manufacturers Suggested Retail Price (MSRP) and pricing shall NOT increase during the term of the contract? Minimum price decreases for equipment may be requested by the State based upon the Producer Price Index (PPI Series ID pcu334210334210).	X	

Agreed, Certified, and Accepted By:


Authorized Signature

SIEMENS COMMUNICATIONS, Inc.

8 Jul 08
Date

V. Frederick Wilkerson
Printed Name

Director, Business Administration
Title

CONTRACT

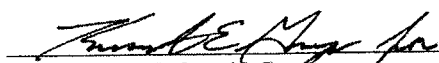
This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate (ITN) No. 6-730-000-Y "Telephony Equipment and Services". The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) Florida Statutes. The term of the Contract is a three year period beginning on the date executed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets, approved Product Updates, etc.
- Certification Letter Dated Aug. 7, 2008
- Contractor's bid, ITN Addendums, Amendments, Negotiation Sessions
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)


State of Florida, Department of Management Services

 9/3/08
By: Linda H. South, Secretary Date

Contractor Name: Siemens Communications, Inc.
Street Address or P.O. Box: 1001 Yamato Road
City, State, Zip: Boca Raton, FL 33431

(Seal)

Company: Siemens Communications, Inc.

 26 Aug 08
By: Date

Director, Business Administration

Title

Approved as to form and legality

by the Department General Counsel's Office: _____



**INVITATION TO NEGOTIATE
(ITN)
FOR
TELEPHONY EQUIPMENT AND SERVICES
SUNCOM Telephony Equipment Premises Service (STEPS)
ITN No. 6-730-000-Y**

**ITN ISSUE DATE: 03-11-2008
RESPONSES DUE 4-21-2008 BY 2:00PM EST.**

**REFER ALL INQUIRES TO:
MARK FOSS
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
BUREAU OF TECHNOLOGY PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399**

1.0 INTRODUCTION

- 1.1 PURPOSE**
- 1.2 BACKGROUND**
- 1.3 CONTACT**
- 1.4 EVENT TIMELINE**

THROUGHOUT THIS DOCUMENT, THE TERMS RESPONDENT, PRIME CONTRACTOR, AND MANUFACTURER MAY BE INTERCHANGED.

THESE TERMS ALL MEAN: "THE ORGANIZATION RESPONSIBLE FOR THE AUTHORIZED SUBMISSION OF A MANUFACTURER'S SINGLE RESPONSE TO THIS INVITATION TO NEGOTIATE (ITN); AND THE IMPLEMENTATION AND ONGOING MANAGEMENT RESPONSIBILITY FOR ANY SUBSEQUENT STATE TERM CONTRACT AWARD.

1.1 Purpose.

The State of Florida ("State"), Department of Management Services, Division of State Purchasing and Communications and Information Technology Services (CITS) invites qualified manufacturers to submit proposals in accordance with these solicitation documents. The purpose of this solicitation is two fold:

The first is to establish a thirty-six (36) month State Term Contract for the purchase, or per licensed station lease / per licensed station rental, of Hybrid or "pure" IP Telephone Systems in the following listed categories:

Configuration Types	
Configuration	System Capacity
1	1 - 50 Station Clients
2	51 - 400 Station Clients
3	401 - 1000 Station Clients
4	Over 1000 Station Clients

The second is to provide a migratory path to certain IP functionality, as well as ongoing maintenance (including moves/adds/changes "MACs"), for the embedded base of legacy telephone systems. These legacy systems are mostly Time Division Multiplexed (TDM) type and are currently installed throughout the State. This contract will NOT allow for procurement of any new equipment incapable of supporting IP functionality.

The contract term will be for thirty six (36) months beginning July 1, 2008 through June 30, 2011. The Department may renew this contract for three (3) additional one year periods. The State's MyFloridaMarketPlace eProcurement system (the "System", "MFMP") will be used to conduct this competitive event. The estimated historical annual spend on this contract is approximately \$20 million. This historical figure is supplied as a guide for preparing responses and should not be construed as a representation or guarantee of future sales volume.

The goal of this procurement is to create a contract vehicle for all State Agencies and Other Eligible Users (OEU) to purchase voice edge equipment, or to do a per licensed station lease / per licensed station rental of that equipment.

The State of Florida is seeking a statewide turnkey solution for design, implementation, and vendor management of hybrid or pure IP telephony systems. This new voice telecommunications service shall be referred to as SUNCOM Telephony Equipment Premises Service (STEPS). The State expects improved communication security, a higher quality of service, cost containment, and cost avoidance.

All systems must be capable of integrating and leveraging the MyFloridaNet statewide MPLS network. With this new service, the DMS Division of Communications & Information Technology Services (CITS) shall offer Service Level Agreements (SLAs) to its Agencies and OEUs who seek to lease or rent the voice edge equipment and services.

This Invitation to Negotiate (ITN) addresses some of the technologies believed to be involved in the solutions to the State's voice communication needs. However, the State intends to leverage the expertise of the vendor community and expects Respondents to propose innovative architectural designs and migration processes providing cost effective interoperable systems.

Florida's ability to operate in an enterprise environment depends on our success building an enterprise service supporting the State's growth and changing requirements. From a practical standpoint, the State must define

and implement improved business models that better utilize existing funding and reduce future costs of government.

The successful respondents shall collaborate with DMS and internal stakeholders to provide Florida with a logical transition to a unified, routed, voice-over-IP transport delivery system for the entire enterprise.

1.2 Background

Existing voice, data, and telephony functionality varies greatly from customer-to-customer across numerous environments throughout the State, and are based on a variety of manufacturer's hardware and software. Currently eligible users (of previous State Contracts) own and maintain their own systems. Local and Long distance services may be provided through the State SUNCOM portfolio of services, or are obtained directly from individual carriers.

SUNCOM, the State's current telecommunication service provider, has always been an enterprise-minded entity. Its mission has been to harness the buying power of the State and provide economies-of-scale in the purchase of communication services for State and local government customers.

The Department of Management Services Division of Communications & Information Technology Services (CITS) has strived to provide voice, data and video services to meet the growing needs of its customers, and at the same time, maintain a base level of standardization to foster interconnectivity. It is important to recognize that the idea of enterprise services has evolved from both growing requirements for more efficient networks and ongoing budgetary constraints.

It is the State's intent that the awarded respondent(s) will act with the State to furnish quality Hybrid or "pure" IP telephone systems, equipment, and related services at the lowest price available. These systems may be PURCHASED directly from the vendor via this Contract, or they may be leased or rented on a PER LICENSED STATION basis from SUNCOM (through this procurement). The Respondent(s) awarded this Contract will provide the equipment and services in a timely and efficient manner, and in accordance with this solicitation document. Delivery locations will be statewide. Both State Agencies and Other Eligible Users (OEU) may purchase, lease, or rent from the contract resulting from this solicitation.

This ITN will establish a "best-in-class" (i.e., obtaining the best value telephone systems, equipment, and related services while maintaining or exceeding current service and quality levels) procurement vehicle for all of the State's Eligible Users.

1.3 Contact.

The Procurement Officer for the State of Florida, Department of Management Services, Division of State Purchasing is listed below. All inquiries and questions must be directed, in writing by using the MyFloridaMarketPlace (MFMP) Sourcing Tool's Question and Answer Board for this solicitation. Questions may only be submitted in this manner and prior to the deadline listed in Section 1.4 (Event Timeline) that follows.

Except as may be provided for as part of this solicitation (e.g. reverse auction training), communications directly with department officers and employees [including those at DMS CITS] concerning this ITN are strictly prohibited. See Section 2.21 and Section 3.21. Respondents should rely only upon written communications from the Procurement Official and this ITN document, as may be modified.

The Procurement Officer and sole contact for this solicitation is:

Mark Foss
Purchasing Analyst, State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

1.4 Event Timeline.

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Event Timeline are subject to change. It is the responsibility of the respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted within the Vendor Bid System (VBS) and Sourcing Tool (MFMP).

EVENT TIMELINE

STAGE 1	"PREVIEW PERIOD" On MyFloridaMarketPlace (MFMP) Sourcing Tool	ITN Release Launch Stage 1	3/11/2008
		Optional Training MFMP Sourcing Tool	3/17/08 at 2:00 PM
		Deadline for questions from Respondents submitted to the MFMP Q & A Board	3/24/08 at 2:00 PM
		Answers to Respondents question will be posted to MFMP	4/2/2008
	"START PERIOD"	Solicitation is open to vendors to submit their response online to the MFMP Sourcing Tool.	3/28/2008 At 2:00 PM
	"OPEN DATE"	Solicitation responses are due	4/21/08 at 2:00 PM
	EVALUATION & AWARD PERIOD	Independent Evaluation	4/22/08 through 4/30/08
		Evaluators scoring session and formulation of recommendation	4/30/08 at 2:00 PM
		Clarifications / Negotiations	4/22/2008 through 4/30/08
		Formal posting of Vendor rankings by Category	4/30/2008
STAGE 2	"PREVIEW PERIOD"	Launch Stage 2	4/30/2008
		MANDATORY Training & Mock Reverse Auction	5/06/08 at 2:00 PM
	REVERSE AUCTION	Conduct Live Reverse Auction (Two Day Event)	5/07/08 5/08/08
	EVALUATION, NEGOTIATIONS, & AWARD	Negotiations as Necessary	4/30/08 through 6/10/08
		Post Notice of Intended Award BY CATEGORY	6/10/2008
		Tentative Contract Start Date	7/1/2008

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TABLE ON THE PREVIOUS PAGE.

The MyFloridaMarketPlace (MFMP) Sourcing Tool's time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

2.0 GENERAL INSTRUCTIONS TO RESPONDENTS, PUR 1001

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENTS REPRESENTATION AND AUTHORIZATIONS**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS / REVISIONS**
- 2.16 MINOR IRREGULARITIES / RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATIONS ON VENDOR CONTACT DURING SOLICITATION PERIOD**

2.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- b. "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- c. "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- d. "Response" means the material submitted by the respondent in answering the solicitation.
- e. "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses.

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally;
- an electronic signature on any form or section specifically calling for a signature; and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions.

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications
- Special Conditions and Instructions
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000) and
- Introductory Materials

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions.

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by

the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 2.19 of these Instructions.

2.6 Conflict of Interest.

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- a. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- d. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices

nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- f. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- g. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - i. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - ii. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- h. The product offered by the respondent will conform to the specifications without exception.
- i. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- j. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- k. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- l. The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- m. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications.

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award.

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcen.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response.

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions.

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject.

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation.

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap.

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records.

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests.

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3) (b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3) (a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

- 3.1 ADDITIONAL DEFINITIONS**
- 3.2 SOURCING TOOL TRAINING**
- 3.3 SOURCING TOOL TIPS**
- 3.4 EMAIL NOTIFICATION**
- 3.5 ORDER OF PRECEDENCE**
- 3.6 MINIMUM QUALIFICATIONS**
- 3.7 SUBMITTAL OF RESPONSE**
- 3.8 ALTERNATE RESPONSES**
- 3.9 AMENDMENTS TO THE ITN DOCUMENTS**
- 3.10 INITIAL DETERMINATION OF RESPONSIVENESS**
- 3.11 ORDERING INSTRUCTIONS / CONTACT INFORMATION**
- 3.12 EVALUATION CRITERIA**
- 3.13 BASIS FOR AWARD / PROMOTION**
- 3.14 SPECIAL ACCOMMODATION**
- 3.15 ELIGIBLE EQUIPMENT**
- 3.16 TECHNICAL DOCUMENTATION**
- 3.17 ELECTRONIC POSTING OF RANKING OF RESPONDENTS**
- 3.18 NEGOTIATIONS**
- 3.19 INITIAL PRICING / REVERSE AUCTION**
- 3.20 STATE OBJECTIVES**
- 3.21 LOBBYING**

3.1 Additional Definitions.

The definitions ascribed in Section 2.1 shall apply to this Section. As used in this Section, the following terms shall have the meaning ascribed below:

- a. "Authorized Dealer" means an agent/reseller/dealer/subcontractor authorized by the Manufacturer, in writing, to provide equipment and/or services under the DIRECT SUPERVISION of the Manufacturer. The manufacturer (Prime Contractor) shall always retain ultimate responsibility for the fulfillment of the terms / conditions / etc. of the Contract.
- b. "Configuration" means all of the equipment necessary to meet the station, line and overall capacity requirements of that category.
- c. "Customer" means the State agency or Other Eligible User (OEU) that can order products or subscribe to services from this Contract.
- d. "Initial Pricing" means the pricing sheet(s) that will be submitted by the Prime Contractor prior to the Reverse Auction. These shall contain all of the MSRP prices for EACH ITEM WITHIN A CONFIGURATION proposed by the Manufacturer along with a SINGLE discount percent (%) that will apply to EVERY ITEM (product or service) within that proposed configuration. These shall also contain Monthly Recurring Costs (MRCs) for the Per Licensed Station Lease / Rental for each configuration.
- e. "Green Products" are environmentally preferable products that meet one or more of the green labels / standards approved by the State of Florida (refer to http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/florida_climate_friendly_products_list for a listing of the State of Florida approved green labels / standards (e.g., Energy Star, EPEAT, Green Seal) that can use to identify green products.
- f. "Lease Cost Per Licensed Station" means the monthly recurring cost (MRC) per licensed station for a system. The lease will take into account a one dollar (US \$1.00) buyout at the end of the lease term. Lease terms will be 12 months, 24 months, 36 months, or 48 months dependent upon the OEU's configuration requirements.
- g. "Manufacturer" means the entity that holds the trademark in the identified brand name.

THROUGHOUT THIS DOCUMENT, THE TERMS MANUFACTURER, RESPONDENT, AND PRIME CONTRACTOR, MAY BE INTERCHANGED.

THESE TERMS ALL MEAN: "THE ORGANIZATION RESPONSIBLE FOR THE AUTHORIZED SUBMISSION OF A MANUFACTURER'S **SINGLE RESPONSE** TO THIS INVITATION TO NEGOTIATE (ITN). THIS ENTITY IS ALSO RESPONSIBLE FOR THE IMPLEMENTATION AND MANAGEMENT RESPONSIBILITY FOR ANY SUBSEQUENT STATE TERM CONTRACT AWARD.
- h. "Manufacturer's Suggested Retail Price" (MSRP) means the most recently published undiscounted price. This "retail" (list) price is available to the "average" customer from the manufacturer.
- i. "Rental Cost Per Licensed Station" means the monthly recurring cost (MRC) per licensed station for a system. Rental term will be 12 months, 24 months, 36 months, or 48 months dependent upon the configuration requirements. There will be NO BUYOUT OPTION at the end of the rental period. Eligible users shall be on a month-to-month rental agreement after rental term period has expired.
- j. "Service Representative," is a company that maintains a relationship with the Manufacturer (Prime Contractor) to repair and maintain their products for the Florida government market.

3.2 Sourcing Tool Training.

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). Training materials can be found at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm. **Copy link and paste in to web browser to access site!** Download and review the document titled RFP Event User Guide.

- a. For all technical questions about the Sourcing Tool, vendors should contact the MyFloridaMarketPlace Customer Service Desk at (866) FLA-EPRO or vendorhelp@myfloridamarketplace.com.
- b. For additional information / assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at following link:
https://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

1. Solicitation User Guides
2. OnDemand web-based Sourcing Tool training link
3. WinZip FAQs
4. Vendor FAQs

3.2.1 MFMP Sourcing Tool Training for Respondents

An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITN is scheduled on the date indicated on the Timeline at 10:30am EST. The Conference Call number is (888) 808-6959. Conference Code 4888366.

Please go to:

http://marketplace.myflorida.com/vendor/vendor_solicitation/rfp_event_user_guide.pps and review the vendor training link and download the document titled **Contractor Training_ITN.ppt**. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another vehicle to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot make the Optional training conference call or want additional guidance. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

3.3 Sourcing Tool Tips.

When working in the Sourcing Tool, be aware of the twenty minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries (since last saved) are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your bid responses. The SAVE button **does not transmit your bid response to the State**. In order to transmit your bid response to the State, you must click the **SUBMIT** button on the SUMMARY page of the bid response.

After clicking the SUBMIT button, it is **your** responsibility to check your submitted bid response within the Sourcing Tool to verify that your response is accurately and completely captured within the Sourcing Tool. You must do this while there is time remaining in the response period in case you discover an error and need to resubmit a revised bid response.

To validate your bid response, you should do the following before the bidding period ends:

- a. Go to the "My Bids / My Responses" tab within Sourcing Tool after you submitted your bid response
- b. Click on the Bid ID number of your last submitted bid response

- c. Review entire bid response to make sure all responses are complete, accurate and as you intended to submit.

Minimum areas to check are:

- ✓ Text boxes - Is your entire answer viewable?
- ✓ Yes/No questions - Is the displayed answer correct?
- ✓ All uploaded document files / scanned documents - Can you open attached document and clearly view entire content?
- ✓ Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?
- ✓ Pricing Information - Are all prices you intended to submit visible and accurately captured within Sourcing Tool?

IT IS STRONGLY RECOMMENDED NOT TO WAIT UNTIL THE LAST MINUTE TO SAVE AND SUBMIT YOUR BID RESPONSE.

3.4 Email Notification.

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that respondents will receive, email notifications concerning any posting, amendment or close of solicitations (ITNs).

Vendors are responsible to check the Sourcing Tool and / or the Vendor Bid System for information and updates concerning solicitations.

3.5 Order of Precedence.

Qualified Respondents to this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly.

All responses are subject to the terms of the following sections of this ITN, which, in case of conflict, shall have the order of precedence listed:

- a. Technical Specifications
- b. Pricing Worksheets
- c. Special Instructions to Respondents
- d. Special Contract Conditions
- e. General Instructions to Respondents (PUR 1001)
- f. General Contract Conditions (PUR 1000)
- g. Introduction
- h. Attachments / Forms

3.6 Minimum Qualifications to Respond.

The Department will accept Responses only from Manufacturers of the equipment. Those Manufacturers (Prime Contractors) must be responsible vendors that are in good standing with the State of Florida, meet the technical specifications, possess E-Rate eligibility; and possess the financial capability, experience, and personnel resources to provide equipment and services of the scope and breadth described in this ITN.

Respondents not meeting the minimum qualifications below will be deemed non-responsive and will not be considered for promotion (advancement) to Stage Two of the evaluation, or any subsequent contract award.

To be minimally qualified:

- a. The Respondent must be a Manufacturer that is included in the Gartner Magic Quadrants for either Corporate Telephony in North America (8 August 2007) or Unified Communications 2007, (20 August 2007).
- b. The Respondent must be fully capable of Electronic Invoicing (for purchasing) through MyFloridaMarketPlace. See Attachment 11 - MyFloridaMarketPlace Electronic Invoicing Requirements for details.

3.7 Submittal of Response.

Respondents shall submit their final response electronically via the Sourcing Tool. Except for Pricing Worksheets and Forms, which shall be submitted in Excel format, each individual section (Sections 2,3,4,5,and 6) response shall be formed into its own individual file format.

3.7.1 Response Format / Instructions

A Respondent may, in a separate and clearly identified response paragraph(s), expressly condition or qualify its Response on acceptance of any proposed changes to the terms and conditions. To facilitate this process, Respondent is required to review Sections 3, and 5 on a provision by provision basis. Respondent must respond in these sections by inserting their response immediately below the text of each numbered provision and respond to each provision with one of the following conventions:

- a. **Agreed**
Where the term is acceptable as stated.
- b. **Modification Proposed**
Where Respondent is unable to accept the term as stated but will accept a modification of the term. Respondent must provide: (1) the reason for its inability to accept the term as stated, and (2) modified language which would be acceptable.
- c. **Not Agreed**
Where the term is completely unacceptable to Respondent and no modification is possible. Respondent must state the reason such term is unacceptable.

The Department reserves the right to modify, by addition or deletion, terms and conditions during the negotiation process, and a Respondent may revise its price proposal in response to such changes.

Respondents are reminded that the terms and conditions listed in Sections 2 and 4 will not be negotiated and are required for State of Florida Contracts.

3.7.2 Technical Specifications

1. Respondent must respond to Section 6.0 by inserting their response immediately below the text of each numbered section.
2. For Section 6.0, Respondent must clearly state and justify any Exceptions, Exclusions & Assumptions (EEA), if any, under each numbered section. If there are no EEA, then a statement must be made to that effect. As an example, if there is an exception to the 24X7X365 capability for unlimited NOC helpdesk calls, it must be stated under the numbered Section 6.2.6.
3. Under Section 6.14 (Misc. Clarification and Conditions), Respondent must clearly state and justify any GENERAL EEA for any other part of Respondents Response to Section 6.0, Technical Specifications, not identified to any numbered section in Section 6.0. If there are no EEA, then a statement must be made to that effect.

3.7.4 Pricing and Equipment List Worksheet Instructions

Below is a list of a total of three workbooks with five worksheets each.

Attachment 1: "*Attachment1 - STEPS Hybrid Voice Price Sheets.xls*"

Attachment 2: "*Attachment2 - STEPS IP Voice Price Sheets.xls*"

Attachment 3: "*Attachment3 - STEPS Detailed Equipment List.xls*"

- A. Pricing Worksheets: (Attachment 1 and Attachment 2) Respondents are required to complete all worksheets for the Configuration they are proposing as part of the required proposal. Respondents are allowed to submit proposals for only the Configurations they are interested in providing. Example: *Company X may only be able to provide Configuration 1 (1-50 stations) and not Configuration 2-4.* Each Respondent is required to fill out all non-locked columns and rows in the required worksheets with a cost for each product, item or service type (MSRP, Rental, Lease, and Purchase) . Do not leave columns and rows blank. In the worksheets, where a cost is required, only an actual cost (US dollar amount) must be inserted. If a column or row is inserted with a \$0.00 cost, it will be evaluated as free and at no charge to the State for that specific unit. Attachment 1 is for hybrid systems only and Attachment 2 is for pure IP systems not capable of supporting digital phones. Respondents are allowed to submit both Attachments 1 and 2 if their voice systems support the baseline functionality for each Hybrid and Pure IP Configuration type. Each workbook attachment consists of 5 worksheets. Respondents are allowed to input unit cost into Configuration 1 - 4.

Summary	Configuration 1	Configuration 2	Configuration 3	Configuration 4
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1. Save and submit Attachment 1 and 2 with the file naming standard: "*Attachment1 - STEP Hybrid Voice Price Sheets - Company Name.xls*" and *Attachment2 - STEP IP Voice Price Sheets - Company Name.xls*"
 2. Summary Worksheet: Respondent must input Prime Contractor's Name. This will auto-populate the rest of the worksheets.
 3. Configuration 1 - 4 Worksheets: Respondents shall submit a numeric value for each unit cost for MSRP, Rental, Lease, and Purchase options for all components listed in column A. Do not input any non-numeric value or leave any unit cost blank.
- B. Detailed Equipment List: (Attachment 3) Respondents are required to complete all worksheets for the Configuration they are proposing as part of the required proposal. Respondents are allowed to submit proposals for only the Configurations they are interested in providing.
1. Save and submit Attachment 3 with the file naming standard: "*Attachment3 - STEPS Detailed Equipment List - Company Name.xls*"
 2. Summary Worksheet: Respondent must input Prime Contractor's Name. This will auto-populate the rest of the worksheets.
 3. Configuration 1-4 Worksheets: Respondents shall list and submit all components that comprise each configuration type. Respondents are required to complete all fields for each component listed. Example: If you list an item under "Component Name" on worksheet "Configuration 1", you must complete the rest of the fields on that row which includes "Part #", "Qty", "MSRP Unit Cost", "Purchase Unit Cost", and "Description". Total dollar values for each configuration type within this equipment inventory list must equal the total dollar value for each equivalent configuration type within the pricing worksheets.

In the event a Respondent submits more than one response, only the last response received by the Sourcing Tool shall be considered for evaluation / award. Each Respondent is responsible for ensuring that their response is submitted at the proper time. The Department shall not consider late responses and the Sourcing Tool will **NOT** accept responses after the due date and time specified in the Event Timeline, or as amended by the Department.

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.4, EVENT TIMELINE.

The response deadline(s) shall be as reflected in Section 1.4, Event Timeline, of this solicitation.

The MyFloridaMarketPlace Sourcing Tool's time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

3.8 Alternate Responses.

Only one response may be submitted for each Manufacturer (Prime Contractor). The Department seeks each respondent's single-best response for EACH configuration proposed. (EACH VENDOR MAY SUBMIT PROPOSALS FOR ONE, TWO, THREE OR ALL FOUR OF THE CONFIGURATIONS.)

3.9 Amendments to the ITN Documents.

The Department reserves the right to issue amendments to this ITN. Notice of any amendment will be posted within MyFloridaMarketPlace (MFMP) and the Vendor Bid System (VBS). Such notice will contain the appropriate details for identifying and/or reviewing the formal changes. Each respondent is responsible for monitoring these sites for new or changing information concerning this solicitation.

3.10 Initial Determination of Responsiveness

The Department shall evaluate eligible "responsive" responses. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. This paragraph is in addition to, and shall not be construed to limit or override any right or remedy available to the Department in, Section 2.0, PUR 1001, or Section 4.0 PUR 1000.

Failure to comply with and acknowledge each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this ITN process.

Certify that your Response conforms to each of the following requirements by responding with either a "Yes" or "No" in the MyFloridaMarketPlace tool.

	YES	NO
1. Does the Respondent certify compliance with all of the System Technical Requirements detailed in Section 6.3 of the ITN document		
2. Does the Respondent certify compliance with all of the Station Technical Requirements detailed in Section 6.4 of the ITN document		
3. Has the Respondent completed all worksheets with the requirements and instructions as dictated by Section 7.0 of the ITN document?		
4. Has the Respondent certified its placement in either of the Gartner Magic Quadrants as detailed in Section 3.6 of the ITN Document?		
5. Has Respondent submitted a Dunn and Bradstreet Supplier Qualifier Report?		
6. Does the Respondent certify compliance with the requirement in Section 3.6 of the ITN document requiring the submittal of their Response as a single Prime Contractor?		
7. Does the Respondent certify compliance with the requirement the E-911 Emergency Specifications detailed in Section 6.11 of the ITN document.		

8. Does the Respondent certify that SLAs will comply with conditions as established in Section 6.9 of the ITN document?		
9. Does the Respondent certify that their operational tools and support staff exceed the minimum expectations as outlined in Section 6.10 of the ITN Document?		
10. Does the Respondent certify the ability to meet other Performance Expectations as described in Section 6.8 of the ITN document?		
11. Does the Respondent certify that they conform to all of the Standards listed in Section 6.7 of the ITN document?		
12. Does the Respondent certify compliance with the "Miscellaneous Clarifications and Conditions" as established in Section 6.13. of the ITN document?		
13. Respondent certifies that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 6.14.		

3.11 Ordering Instructions/Contact Information.

On the Ordering Instructions form (Attachment 9) located in Section 7 of this ITN, respondents shall identify the person(s) responsible for answering questions about the response and administering the Contract and shall provide all the information necessary for placing orders under the Contract.

3.12 Evaluation Criteria

The Department shall review responses to ensure responsiveness per Section 3.10 (above). Responses that are determined by the Department to be responsive will then be evaluated and scored.

The list below represents the areas in which the Responses will be evaluated and the associated maximum number of percentage points obtainable in each category area.

- a. Technical 40 pts
- b. Financial Status 10 pts
- c. Pricing 50 pts

These areas will be scored with each Response having the opportunity to achieve the maximum total point allocation for the respective category. The final total scores from the Technical, Financial Status, and References will be added together to determine the final Stage 1 score.

3.12.1 Technical.

Five (5) evaluators will independently evaluate and score the responses to the Technical Section for each configuration. Refer to the Evaluation Form (Attachment 5) on a scale of zero (0) to five (5) for each question. The evaluators' scores will then be averaged for each question to arrive at the final score per question. The average scores will then be summed for each Respondent to arrive at their final Technical points. Each question will be weighted equally within the Technical section for each (configuration) category.

NOTE: The Stage 1 portion of the evaluation will not consider any reference to proposed, projected, or anticipated cost impacts to the State.

3.12.2 Financial Status

Supplier Qualifier Report (SQR)

- a. The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this ITN.

- b. The Department requires submission of the prospective prime Contractor's Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B). The Supplier Qualifier Report is a standard report detailing financial and operational capability.
- c. The prospective Contractor shall request the SQR report from D&B at:
<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>
 - i Enter the ITN number in the text field entitled "Enter your RFP Number" and select submit.
 - ii Enter your company's Duns Number, If you don't know your company's Duns number, you may use the search feature to find it.
 - iii Confirm Registration
 - iv Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.

Once the process is complete, a copy will be given to the Department, and an identical report will be provided to the Respondent as verification.
- d. The SQR report shall be a part of the Respondents Response. It is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department will award zero points.
- e. Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D & B prior to the opening date of the solicitation as stated in the Timeline, Section 1.4, and a SQR is submitted with the proposal, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation at MyFlorida.com and was requested for this solicitation.
- f. If the Respondent does not provide a D&B SQR report, or if one cannot be generated by D&B, the submission will receive a score of zero (0) for financial status.

The Department will use the following rating scale when evaluating the financial viability of the prospective Contractor:

SQR Risk Score		Points Assigned
1	Lowest Risk Rating	10.0
2		9.0
3		8.0
4		7.0
5		5.0
6		3.0
7		1.0
8		0.0
9	Highest Risk Rating	0.0

3.12.3 Pricing

Pricing will be evaluated in Stage 2 of the Evaluation Portion of this ITN. Pricing is a VERY IMPORTANT COMPONENT of the contract award and will be evaluated in accordance with the procedure described in Section 3.19 "Initial Pricing / Reverse Auction".

Price Evaluation:

Price scores shall be based on a scale of 0 to 50 points. The Respondent with the lowest grand total per configuration shall receive a score of 50 points. Each additional Respondent shall be awarded a percentage of the 50 points relative to the lowest total price per configuration and type. The State shall not consider in the evaluation any reference to proposed, projected or anticipated cost impacts to the State. The formula to calculate the point's award is:

X = Lowest Respondent Total Price per Configuration
Y = Respondents Total Price per Configuration

Points Awarded = $X / Y * 50$ Pts

Example:

Respondent A offers a total cost of \$150.

Respondent B offers a total cost of \$300.

Respondent C offers a total cost of \$600.

1. Respondent A shall receive 50 points.
2. Respondent B shall receive 25 points. Calculation: 150 divided by 300 equals .5 and .5 times 50 equals 25 points
3. Respondent C shall receive 12.5 points. Calculation: 150 divided by 600 equals .25 and .25 times 50 equals 12.5 points

3.12.4 References

Please submit at least three references that is similar to the size and complexity of the system(s) configuration(s) you are proposing. A REFERENCE TEMPLATE is included as Attachment 13 of this ITN.

3.13 Basis for Award

Stage 1

The Department shall evaluate and rank responsive Respondent(s) against all evaluation criteria set forth in Section 3.12 and shall select, based on the ranking, one or more Respondents to advance to Stage 2 (Initial Pricing / Reverse Auction). This decision will be posted within the Sourcing Tool as well as publicly noticed on the Vendor Bid System.

Stage 2

The Department intends to award the Contract to the Respondent(s) that offer the overall best value to the State as determined through this ITN process. The Department reserves the right to award to a single vendor, or multiple vendors, for each configuration type. This award decision will be posted within the Sourcing Tool as well as publicly noticed on the Vendor Bid System.

The Department reserves the right to accept or reject any and all Responses, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest. The Department reserves the right to end negotiations at any time and award the Contract to the Respondent(s) that represent the overall best value to the State. This paragraph is in addition to, and shall not be construed to limit or override any right or remedy available to the Department in, Section 2.0, PUR 1001.

3.14 Special Accommodation.

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

3.15 Eligible Equipment.

The State of Florida is seeking responsible vendors to provide Hybrid or “pure” IP Telephone Equipment to State Agencies and Eligible Users. All purchased and leased equipment offered shall be new and unused and in current production. Remanufactured or refurbished equipment is not allowed under the purchase or lease portions of this Contract. All equipment offered must conform to the technical specifications in this solicitation.

3.16 Technical Documentation.

Technical documentation, including printed technical literature, may be requested from any Respondent, at any time, before or after contract award. Failure to supply this technical documentation when requested may result in rejection of your response or termination of contract.

3.17 Electronic Posting of Ranking of Respondents.

Offers shall be opened on the date and time indicated on the Event Timeline and thereafter evaluated. After evaluating the Responses, the Department shall electronically post the ranking for each Configuration on the date indicated on the Event Timeline (Section 1.4).

After the Reverse Auction and/or negotiations, on the date indicated on the Event Timeline, the Department shall electronically post a notice of intended award. If the ranking or award is delayed the Department shall post a notice of the delay and revise the Event Timeline.

Any person who is adversely affected by the decision may file a notice of protest in accordance with Section 120 of the Florida Statutes. See paragraph 2.20 of the General Instructions (PUR 1001). The Department shall not reply to, or provide rankings or notices of award by telephone.

3.18 Negotiations.

The Department reserves the right to negotiate, either serially or concurrently, with any and all Respondents at any point in the solicitation process. The Department reserves the right to finalize the negotiations at any point and post an “Intent to Award” notice. Respondents should recognize the Department’s right to finalize the negotiation process without the need to explicitly request an interim revised response or a best and final offer. The Department reserves the right to award based on what is deemed to offer the best value to the State.

3.19 Initial Pricing / Reverse Auction.

3.19.1 Overview.

The final award decision for Stage 2 of this ITN may be determined by the results of the Sourcing tool reverse auction or the “Initial Pricing” submitted by the vendor.

Respondents shall complete each tab within the pricing workbooks for each configuration type they are proposing. All unit cost fields shall be populated (purchase, lease, and rental) for each configuration type submitted.

Configuration Types				
Configuration	System Capacity	Purchase Price	Lease Term MRC	Rental Term MRC
1	1 - 50 Station Clients	Discounted	12 Months	12 Months
2	51 - 400 Station Clients	Discounted	24 Months	24 Months
3	401 - 1000 Station Clients	Discounted	36 Months	36 Months
4	Over 1000 Station Clients	Discounted	48 Months	48 Months

Each configuration of equipment is based on certain numbers of lines / stations and ancillary equipment. On the worksheets, the Respondent must enter a List Price, (MSRP) for each of the configurations they wish to offer to the State. They will then identify a discount % (off of the MSRP) for each of the configurations they propose. The Respondent must also identify a monthly "PER LICENSED STATION LEASE COST" and monthly "PER LICENSED STATION RENTAL COST" for each configuration and term.

The total price of each configuration will be the basis for determining the respondents' initial pricing rank (for each configuration) at the start of the reverse auction. During the Reverse Auction, each vendor may improve on their bid (and rank) by submitting lower bid prices (discount % and/or monthly lease/rental costs). The Contract pricing for an awarded vendor's products will be based on the final discounted price (or monthly costs) to the State entered in their final bid for each category or previously submitted on the worksheet. The State reserves the right to negotiate final pricing as well as terms and conditions with one or more vendors throughout the ITN process.

THE FINAL DISCOUNT PERCENT (%) FOR EACH CONFIGURATION WILL APPLY TO EVERY ITEM (OR SERVICE) PURCHASED WITHIN THAT CONFIGURATION. MONTHLY PER LICENSED STATION LEASE / RENTAL COSTS WILL APPLY FOR THE LENGTH OF CONTRACT.

Respondents participating in the reverse auction will access a secure system via the Internet. The reverse auction event will be conducted utilizing the Sourcing Tool.

The following minimum technical requirements will be necessary to participate in the reverse auction:

- a. Internet Connection - Modem, ISDN, DSL, T1.
(The connection speed determines Respondent's access speed)
- b. Web browser - Microsoft Internet Explorer versions 6.x, or Netscape Navigator versions 6.x.
Also, Javascript must be enabled:
 - o In Netscape, choose Edit > Preferences, select Advanced, and make sure 'Enable JavaScript for Navigator' is checked.
 - o In Internet Explorer, choose Tools > Internet Options, the Advanced tab, and under the heading Java, make sure Use Java is checked.
 - o Check that screen size is set to 1024 by 768 pixels - to do this go to START, SETTINGS, CONTROL PANEL then DISPLAY. Click on the Settings tab and reset the pixels.

The format of the reverse auction will be "sealed bid format". No pricing information will be displayed during the event. The respondents will receive their bid rank (for each configuration) relative to the best bid (in that category). Throughout the event, Respondents will have visibility into the "rank" of their bid only. Respondents will not be able to see the value or rank of any other respondents bid. All participating respondents will remain anonymous (except to the third party Service Provider) throughout the online reverse auction event. The online reverse auction tool uses the latest web-based security

technology, including masking respondent identities from other respondents throughout the entire auction process, and 128-bit SSL encryption.

The site will be hosted by the third-party MyFloridaMarketPlace Service Provider ("Service Provider"). The Service Provider will maintain all procedures associated with training respondents, technical support, security, and real-time support during the event.

Throughout the reverse auction process, respondents will have access to real time telephone support to answer all technical questions related to the online bidding system.

During the "Preview Period" of the event, technical questions will be answered within 24 hours of receipt. During the live reverse auction event, real-time telephone support will be available. Please note that it is each respondent's sole responsibility to participate. The State has no responsibility to ensure respondent's participation.

3.19.2 Details.

Preview Period:

The Preview Period is the length of time that respondents will need to review the reverse auction documents and prepare for the live reverse auction event. This length of time is defined in the Event Timeline and is identified in the upper-right corner of the screen when logged on to the Sourcing Tool.

Live Reverse Auction Event Process Overview:

A Reverse Auction will be held for EACH configuration, individually, for purchase, lease and rental. For example, a Respondent will submit revised pricing for the purchase of equipment that comprises Configuration One (1). The Reverse Auction will continue until all bids are received for the PURCHASE of Configuration 1.

Respondents would then submit revised pricing for LEASING of the equipment that comprises Configuration 1, and so on until a Reverse Auction has been completed for Purchase, Lease, and Rental for ALL FOUR CONFIGURATIONS (HYBRID AND PURE IP). The Reverse Auction may be a two (2) day event as outlined in the Event Timeline.

Respondents may provide pricing for as many of the configurations (HYBRID AND/OR IP) as he/she wishes.

During the reverse auction, respondents will enter bids into the Sourcing Tool. Each bid will be for the total price (in U.S. Dollars) of all items for that make up that configuration. The Sourcing Tool will then compare the bid to all other respondents' bids and calculate a rank order for each respondent's bid within that configuration. This will happen dynamically, in real-time.

A respondent will not be able to view bids from other respondents in the Sourcing Tool.

A respondent will only see the rank of their bid relative to other respondents' bids within that configuration.

The respondent will be able to continue to enter revised bids into the system throughout the duration of the live reverse auction.

- a. The Department maintains the right to restrict a Respondent's access to the system and their ability to bid for failing to comply with the reverse auction terms and conditions.
- b. The respondent must comply with the pre-bidding rules and submit a Pre-bid to the reverse auction tool during the Preview Period for Stage 2 as defined in Attachment 12.

- c. During the reverse auction, the respondent may submit bids lower than previously bid (minimum of \$500 increments). In no case may the respondent submit a HIGHER bid than any of their previously submitted bids.
- d. During the live reverse auction event, a respondent may submit a bid as many times as the respondent desires, within the time limit provided. However, only the last bid will be accepted.
- e. As outline previously, the State reserves the right to negotiate with each vendor (per configuration) and utilize either the Initial Pricing submitted, the Reverse Auction pricing, or a combination of both.

Bid Decrement Rule:

Every bid made will be governed by a minimum bid decrement. In order for a bid to be accepted by the online tool, it must be less than the previous bid submitted by at least the pre-defined decrement amount. The online tool will reject any bids placed that do not decrease by at least this decrement. Bid decrements submitted may also be greater than the required minimum amount.

The minimum bid decrement for each lot (configuration) for this reverse auction will be \$500.00.

Bid Improvement Rule:

When submitting bids, it is not required that a bid be lower than the overall best bid (in each category) to be accepted. It is required that each bid submitted improve upon the previous bid by that respondent (by the minimum bid decrement or greater).

For example, if the best overall bid for a category is \$5,000, and the last bid a respondent placed was \$6,000, given a minimum bid decrement of \$500, the next bid for that respondent would need to be \$5,500 or lower. This rule is designed to allow a respondent to submit their best pricing to the Department. A respondent can reduce their bid by more than the minimum bid decrement. A respondent cannot RAISE their bid after initial submission.

Timing Rule:

Each of the live reverse auctions is initially scheduled to last a minimum of one (1) hour. If a bid is entered into the system within five minutes of the scheduled auction close time, the scheduled close time clock will be reset to five minutes. The close time clock will be reset to five minutes with each bid placed. It is not required that a bid must be the best overall bid to extend the time, any bid placed will trigger a five (5) minute extension.

There will be an unlimited number of extensions; the close time will continue to extend as long as bidding activity occurs during the extension periods, notwithstanding the paragraph below. Time will be tracked on the upper-right corner of the main section within the Sourcing Tool.

The Department reserves the right to extend the live reverse auction event at its discretion (e.g., due to technical difficulties, etc.) or end the live reverse auction event at any time without prior notice.

3.19.3 Reverse Auction Training Session and Mock Event.

A mandatory reverse auction training session will be held for Respondents promoted (advanced) to Stage 2, in accordance with the Event Timeline. The mandatory reverse auction training session above will involve a practice or "Mock" reverse auction that will simulate the actual event. It will be conducted to help qualified respondents from Stage 1 understand and get visibility into what will be expected in the live reverse auction event. During this time, any additional technical questions on the reverse auction tool will be addressed.

3.19.4 Reverse Auction Terms and Conditions.

By submitting a response to this solicitation you are agreeing to the Reverse Auction Terms and Conditions contained in this Section and in Attachment 12. Failure to adhere to the process, terms, and

conditions detailed herein may result in rejection of your response. If these terms are not satisfied, the Department may, in its sole discretion, consider a Respondent's bid null and void.

3.19.5 Reverse Auction Excel Bidding Template (Price Sheets).

The Reverse Auction Excel Bidding Template (Price Sheets) - is provided (Attachments 1-3) and will be utilized for those respondents that are promoted to Stage 2. This document will assist you with preparing your bid(s) for the live reverse auction event. **This document must be completed based on the information from your final bid in the live reverse auction and submitted to the main contact for this solicitation, via the Sourcing Tool, within 24 hours of the live reverse auction completion.**

3.20 State Objectives.

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.20.1 Diversity.

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Participation of a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority, and women-owned business enterprises participate in the State's procurement process as both Prime Contractors and sub- contractors in this solicitation. Small, minority, and women-owned businesses are strongly encouraged to contribute to this solicitation.

The Prime Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to W/MBE contractors (agents or subcontractors) as a result of any award shall be provided to DMS Purchasing by the Prime Contractor on an Agency by Agency (or other Eligible User) level. See Section 5.6.

3.20.2 Environmental Considerations.

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government"; Executive Order 07-127, "Immediate Actions to Reduce Greenhouse Gas Emissions within Florida"; and Executive Order 07-128, "Florida Governor's Action Team on Energy and Climate Change."

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Prime Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Prime Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Prime Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Prime Contractor shall utilize equipment that is Energy Star or EPEAT Bronze (or higher) compliant wherever possible. Prime Contractor shall list all equipment that meets these criteria.

Describe what efforts your company (as Prime Contractor) will take to encourage the participation and support of these and other environmental programs.

3.20.3 Certification of Drug-Free Workplace Program.

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Prime Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.20.4 Products Available from the Blind or Other Handicapped (RESPECT).

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Prime Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.20.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Prime Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.21 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Manufacturer (Prime Contractor) may not expend any funds for the purpose of lobbying the legislature, the executive branch, or any State Agency relating to any aspect of this ITN during the procurement process. Violation of this restriction can be cause for disqualification from the procurement process.

4.0 GENERAL CONTRACT CONDITIONS, PUR 1000

- 4.1 DEFINITIONS**
- 4.2 PURCHASE ORDERS**
- 4.3 PRODUCT VERSION**
- 4.4 PRICE CHANGES APPLICABLE ONLY TO TERM CONTRACTS**
- 4.5 ADDITIONAL QUANTITIES**
- 4.6 PACKAGING**
- 4.7 INSPECTION AT CONTRACTOR'S SITE**
- 4.8 SAFETY STANDARDS**
- 4.9 AMERICANS WITH DISABILITIES ACT**
- 4.10 LITERATURE**
- 4.11 TRANSPORTATION AND DELIVERY**
- 4.12 INSTALLATION**
- 4.13 RISK OF LOSS**
- 4.14 TRANSACTION FEE**
- 4.15 INVOICING AND PAYMENT**
- 4.16 TAXES**
- 4.17 GOVERNMENTAL RESTRICTIONS**
- 4.18 LOBBYING AND INTEGRITY**
- 4.19 INDEMNIFICATION**
- 4.20 LIMITATION OF LIABILITY**
- 4.21 SUSPENSION OF WORK**
- 4.22 TERMINATION FOR CONVENIENCE**
- 4.23 TERMINATION FOR CAUSE**
- 4.24 FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY**
- 4.25 CHANGES**
- 4.26 RENEWAL**
- 4.27 PURCHASE ORDER DURATION**
- 4.28 ADVERTISING**
- 4.29 ASSIGNMENT**
- 4.30 ANTITRUST ASSIGNMENT**
- 4.31 DISPUTE RESOLUTION**
- 4.32 EMPLOYEES, SUBCONTRACTORS, AND AGENTS**
- 4.33 SECURITY AND CONFIDENTIALITY**

- 4.34 CONTRACTOR EMPLOYEES, SUBCONTRACTORS, AND OTHER AGENTS
- 4.35 INSURANCE REQUIREMENTS
- 4.36 WARRANTY OF AUTHORITY
- 4.37 WARRANTY OF ABILITY TO PERFORM
- 4.38 NOTICES
- 4.39 LEASES AND INSTALLMENT PURCHASES
- 4.40 PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE).
- 4.41 PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED
- 4.42 MODIFICATION OF TERMS
- 4.43 COOPERATIVE PURCHASING
- 4.44. WAIVER
- 4.45. ANNUAL APPROPRIATIONS
- 4.46. EXECUTION IN COUNTERPARTS
- 4.47. SEVERABILITY

4.1 Definitions.

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders.

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version.

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts.

If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices

compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities.

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging.

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site.

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act.

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature.

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery.

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation.

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss.

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee.

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor.

Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services' vendor list as provided in rule 60A-1.006, F.A.C.

4.15 Invoicing and Payment.

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions.

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity.

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or

financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification.

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available

to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work.

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience.

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause.

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this

paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes.

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal.

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration.

Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising.

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution.

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality.

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents.

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements.

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal

government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices.

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases.

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped.

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms.

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44. Waiver.

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45. Annual Appropriations.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46. Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47. Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5.0 SPECIAL CONTRACT CONDITIONS

- 5.1 ADDITIONAL DEFINITIONS**
- 5.2 PURCHASING CARD PROGRAM**
- 5.3 INSTRUCTIONS AND MAINTENANCE MANUAL**
- 5.4 CONTRACT REQUIREMENTS**
- 5.5 DELIVERY**
- 5.6 CONTRACT REPORTING REQUIREMENTS**
- 5.7 BUSINESS REVIEW MEETINGS**
- 5.8 PRIME CONTRACTOR'S STATE CONTRACT WEBPAGE**
- 5.9 ELECTRONIC INVOICING**
- 5.10 REQUESTS FOR QUOTES**
- 5.11 PRICING**
- 5.12 PER LICENSE STATION LEASE/RENTAL PROVISIONS**
- 5.13 PRICE REDUCTION**
- 5.14 ADDITIONAL HARDWARE, SOFTWARE, AND SERVICES**

5.1 Additional Definitions

- a. Communications Service Authorization (CSA) is the Web-based ordering system used by CITS, eligible SUNCOM users, and the prime contractor to authorize installation of specific equipment and services. Its use is required by all SUNCOM service providers and is the only method that will be used for ordering services from the service provider (contractor). Additionally, orders sent to the contractor must be marked as complete and all requested information provided in the Online CSA System before payment will be rendered.
- b. "CWMBE" means a Certified Woman or Minority Business Enterprise as certified by the Florida Office of Supplier Diversity.
- c. "MFMP" means MyFloridaMarketPlace the State's e-Procurement system.
- d. "MFMP Service Provider" means the third party company operating the State's e-Procurement system, MyFloridaMarketPlace.

5.2 Purchasing Card Program.

The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance for purchase is mandatory but is not the exclusive method of payment.

5.3 Instructions and Maintenance Manual.

At the time of the delivery, the Prime Contractor shall be required to furnish the Customer at least one (1) instruction manual and one (1) maintenance manual for each system ordered. Bulletins, revisions, and corrections shall be provided for each system purchased, as they are issued by the manufacturer. Each instruction and maintenance manual shall contain definitions of terms, definition of equipment, equipment capabilities, technical descriptions of equipment operations, description of malfunction identifications, trouble shooting procedures and detailed schematic and use instructions.

5.4 Contract Requirements.

Prime Contractor(s) shall have a single point of contact for contract support. This individual may support multiple Customers and shall respond to calls and/or emails within twenty-four (24) hours. Customer support contact information shall be provided on the Ordering Instructions Form (ATTACHMENT 9).

Prime Contractor(s) shall provide toll-free customer service phone support from 7:00 AM (EST) to 6:00 PM (EST) Monday through Friday, except for Federal and State holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above customer service operating hours.

Prime Contractor(s) shall provide an after-hours contact number for use by Customers for emergencies after standard customer service operating hours.

5.5 Delivery.

Pricing shall include inside delivery to the Customer location as soon as possible after receipt of purchase order (FOR PURCHASING) or CSA form (FOR PER LICENSED STATION LEASE / RENTAL). Specific installation timeframes are detailed in Section 6.8.7.

5.6 Contract Reporting Requirements.

The following data must be reported to the Department on a quarterly (January, April, July, and October) contract basis.

Report shall include:

- a. Prime Contractor's Name
- b. Reporting Period (Q1, Q2, Q3, Q4)
- c. Total dollar value of purchases, leases or rentals per quarter separated by State Agency and Eligible User totals, and separated by purchase order and p-card order total dollar values.
- d. Total dollar volume per quarter by configuration group.
- e. Excel report itemizing total purchases, leases or rentals for period that includes columns for the following information: manufacturer's name, agency name, product number, item description, product group number, identify lease or purchase, quantity, manufacturer list price, percentage discount taken and final purchase price or lease / rental total.
- f. Report will emphasize where the most significant purchase volumes are by product group.

Failure to provide quarterly reports, including reporting no sales, leases, or rentals, within thirty (30) calendar days following the end of each quarter (January, April, July and October) may result in the Prime Contractor being found in default and cancellation of the contract by the Department.

Prime Contractor shall report (on a quarterly basis) to the Department, the total spending with certified and other minority business enterprises directly related to transactions under this contract. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each CWMBE utilized during the period, commodities and services provided by the CWMBE, and the amount paid to each minority Prime Contractor on behalf of each purchasing agency or eligible user ordering under the terms of this contract.

Submission of the quarterly sales reports, lease reports, and rental reports are the responsibility of the Prime Contractor without prompting or notification by the Department. The Prime Contractor will submit the completed quarterly reports by email to the Department. The Department shall distribute, in electronic format, the quarterly sales report forms to be used by the awarded Prime Contractor, prior to the close of the first contract quarter.

5.7 Business Review Meetings.

In order to maintain the partnership between the Department and the Prime Contractor, monthly, (or minimally each quarter), the Department may request a business review meeting. The business review meeting may involve, but not be limited to, the following:

- a. Review of Prime Contractor performance
- b. Review of minimum required reports
- c. Review of continuous improvement plans

The Department encourages Prime Contractors to identify opportunities to lower costs.

5.8 Prime Contractor's State Contract Webpage.

The Contract resulting from this solicitation will become a public document. DMS has a website used to display State Term Contracts and product information to eligible users and other interested entities.

The Prime Contractor shall, within sixty (60) days after the date of award listed on the Certification of Contract document, develop and maintain their own State of Florida web page to post approved and required Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida's approved green product labels / standards, and product pictures. The State Contract web page must maintain compatibility with the browser software being used by DMS, currently Internet Explorer 6.0. The Universal Resource Locator (URL) for the State Contract web page must be listed in the space provided on the Ordering Instructions page of the solicitation. Prime Contractor is responsible for any and all costs associated with providing this information to the State.

The web site must have the following required items:

- a. Accurate Contract pricing and items;
- b. Detailed item descriptions, model numbers, etc.
- c. Robust search engine capabilities;
- d. Information to access product literature of awarded items;
- e. Links to the vendor's home page, the history of the company, etc.;
- f. Additional links to access technical product literature of awarded items;
- g. Authorized servicing dealers with current contact information;
- h. Offer as many photos as possible of awarded products;
- i. List of products that meet the State of Florida's approved green product labels / standards;
- j. When possible, provide indicators of recycled product and minority manufactured products; and
- k. URL for the State Contract web page must be supplied to the Department within 30 days of Contract award.

Continued disruption of service or inadequate access may be grounds for termination and removal from the Contract, subject to Section 4.23.

Prime Contractors should note that the US Federal Trade Commission's Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms. (available at <http://www.ftc.gov/bcp/gnrule/guides980427.htm>) 16 C.F.R. Part 260 for details. It is the Prime Contractor's responsibility to accurately identify their products that meet the State of Florida's approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punchout site and on State Contract web page. Failure to accurately represent green products shall be cause for termination upon notice by the Department.

5.9 Electronic Invoicing / Billing

a. Purchases: Equipment purchased on this State Term Contract shall be DIRECT BILLED by the Prime Contractor (or authorized dealer) to a State Agency or other Eligible User through the MyFloridaMarketPlace (MFMP) system (where able). See Attachment 11 for MFMP Invoicing Requirements.

State of Florida Consolidated Equipment Financing Program (CEFP)

Financing is available to state agencies and state universities through the Department of Financial Services for most types of purchases of \$30,000 in value and higher. For further details, go to <http://fldfs.com/aadir/cefp/>

b. Per Licensed Station Lease / Rental: Prime Contractors and all sub-contractors shall utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease or rental. Bills are to be detailed down to the site, and individual end-user phone number, and end-user account number. Contractors shall provide a bill in an electronic file format (EDI) and this file shall be provided monthly in accordance with SUNCOM's billing requirements and cycle. SUNCOM requires a consolidated bill summarizing each end-user's charges plus a summary report of the SUNCOM's entire service bill. Billing files can be either fixed width, field delimited in a standard file type. SUNCOM requires EDI files in ANSI X12 811 version 4010 format with data Level 9 detail. Files shall be transmitted via file transfer protocol (FTP). The Prime Contractors and all sub-contractors shall provide a single bill for all STEPS services. SUNCOM will hold the Prime Contractors responsible for resolving any billing issues. The Prime Contractors and sub-contractors shall not bill for any individual portion of STEPS services until all components of the service are installed and accepted by DMS and end-user.

Monthly billing statements must be current. The state will not be obligated to pay for the services earlier than one billing cycle prior to the current month unless agreed upon in advance. Billing in arrears (by more than one bill cycle) is not acceptable. The state will not be obligated to pay in advance unless agreed to previously in writing.

For all bills, the bill date and invoice number must cover the same 30-day period. The billing cycle for this contract shall be a maximum of thirty-one (31) days from date of first bill. Invoices must be issued consistently (same period, same day) for each month. For all billing corrections, the prime contractors and sub-contractors shall provide automatic credits for incorrect invoices. The prime contractors and sub-contractors shall have one (1) billing cycle to confirm the disputed call as billable and re-bill.

At a minimum, each monthly bill shall provide the following information:

- a. Communication Services Authorization (CSA) number
- b. Service order numbers
- c. Account numbers
- d. Bill date
- e. Install date
- f. Bill remittance address
- g. A summary record which includes payments applied since the last monthly bill
- h. Adjustments (detailed information on all adjustments within the bill must be provided)
- i. Sub-total of current charges
- j. Net amount due
- k. Customer name
- l. Disconnect date (activity dates)
- m. Fractional billing (charge/credit from date of install/disconnect)

Before orders may be completed and invoicing from prime contractors or sub-contractors may begin, a test must be successfully conducted using the billing data transmitted from the prime contractor or sub-contractor to create an end-user invoice.

Over the life of the contract, changes to billing formats or data elements required by SUNCOM may occur. Prime contractors and sub-contractors will be required to adhere to these changes for all billing purposes.

5.10 Requests for Quotes.

CUSTOMERS MAY COMPETITIVELY SET THE PRICE FOR ANY PURCHASE BY INITIATING A REQUEST FOR QUOTES ("RFQ"). An RFQ is an oral or written request for written pricing or service information from a Prime Contractor, for products available under the Contract from the Prime Contractor. When the RFQ process is used, Customers should create and maintain written records of oral and written requests, and written quotes received. Where the RFQ process is used, quotes should be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place.

The RFQ process is not mandatory under this Contract but may be used solely at the Customer's discretion.

5.11 Pricing.

Purchasing pricing will be a discount percentage off of the awarded Prime Contractor(s) current Manufacturers Suggested Retail Price (MSRP) or "Manufacturers Web Price". The discount percentage will be calculated for each configuration and be applied to all items (products or services) in that configuration.

Percentage discounts, lease / rental costs or other derived factors used for equipment calculations must be the same for all types / models of equipment and associated services within the identified configuration. For example, if a 45% discount (off MSRP) is proposed for a configuration, then that same percentage must apply to all types and models of equipment (and services) available within that configuration.

The monthly per licensed station lease / per licensed station rental costs must be good for the life of the contract. The State must be able to understand how pricing was derived in order to calculate future pricing (when a new piece of equipment is added to the contract). These pricing parameters allow the percentage discount to be applied to a unit price (MSRP) for equipment, accessories, maintenance, software licenses, etc. thus enabling the State to maintain a consistently priced contract.

5.12 Per Licensed Station Lease / Rental Provisions

In addition to purchase, all equipment and services offered in response to this solicitation shall be available for Per Licensed Station Lease and Rental by utilizing a SUNCOM Communications Service Authorization (CSA).

The manufacturer's lease agreement form will not be used since a contract resulting from this negotiation and the Communication Services Authorization form (CSA) will constitute the complete agreement. In the event some type of additional agreement is signed by any eligible user, it will be considered void and non-binding to the eligible user. Under no circumstance shall any contractor directly rent, lease, or manage any voice system component under the awarded contract without an authorizing CSA form (COM Form 9001) issued to the Prime contractor(s) by DMS. Any changes affecting billing such as additions, deletions, and modifications to the customer's account and/or system facilities or equipment will be made solely on information contained on a properly executed CSA. The awarded prime contractor(s), and any subcontractors shall utilize the Automated Online CSA system to obtain payment for service. CSAs shall be issued to all contractors using the Automated Online CSA system. Please refer to the following URL for additional information <http://onlinecsa.myflorida.com>.

Monthly Per Licensed Station Lease / Rental costs shall remain firm throughout the Contract term unless affected by the PPI detailed in Section 5.14. The date of acceptance is that date listed on the CSA form after equipment has been installed, tested and the eligible user trained. Per Licensed Station Lease / Rental term period shall become effective on the date listed on the CSA. Any lease / rental shall continue in force for the full term of the State Contract, or naturally ends, or is terminated.

Configuration Types			
Configuration	System Capacity	Lease Term	Rental Term
1	1 - 50 Station Clients	12 Months	12 Months
2	51 - 400 Station Clients	24 Months	24 Months
3	401 - 1000 Station Clients	36 Months	36 Months
4	Over 1000 Station Clients	48 Months	48 Months

Each per licensed station lease / rental shall include standard maintenance service on all equipment. Cost for the maintenance shall be included in the monthly per licensed station lease / rental price.

a. Expiration of Term

Leases shall expire upon completion of the specified period and shall not be automatically renewed for a new term. No termination notice shall be required by either party at end of period. Eligible users shall be on a month-to-month rental agreement after rental term period has expired. All equipment leased / rented under this contract shall be removed from the customer's location on the date specified in the CSA. All equipment removal will be at Contractor's expense and shall be coordinated with DMS and the customer.

b. Renewals

No "Automatic Renewals" of leases are acceptable under this Contract.

c. Cancellation for Convenience

The initial order may be canceled at any time during the lease period by DMS via the CSA form. Upon cancellation of a lease by DMS, the equipment will be returned to the Prime Contractor or moved to another location at the sole discretion of the State.

d. Cancellation Due To Non-Performance

The CSA, inclusive of all equipment components, may be cancelled during the period for non-performance related issues as defined in Sections 6.8 and 6.9 of this ITN. If DMS requests removal of the equipment, Prime Contractor will cancel the lease / rental effective immediately with no additional payments. Equipment will be removed from site in timeframe specified on the CSA and at no cost to the State.

e. Equipment Risk of Loss or Damage

The State shall be relieved from risks of loss or damage to all equipment during the period of transportation, and installation of the equipment.

f. Payments

Payment for equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance. Payment terms of each lease / rental will be monthly.

g. Location and Moving of Equipment

DMS shall notify Prime Contractor any time leased / rented equipment is to be relocated to another physical address. Relocation of leased / rental equipment shall be performed by the Contractor at no charge.

h. Other Fees & Charges

Prime Contractor, and all sub-contractors shall not charge any additional fees, including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, etc.

5.13 Price Reduction

The pricing shall not increase during the term of this contract. After a twelve (12) month period, justifiable requests for a price decreases may be requested by DMS. Minimum price decreases shall be based upon the Producer Price Index (PPI) for Industry: Telephone Apparatus Manufacturing, as published by the U.S. Bureau of Labor Statistics. Any (minimum) price decreases shall be based on the PPI (Series ID pcu334210334210).

The last published non-preliminary Producer Price Index for the month prior to award/anniversary date of the contract will be the baseline for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the new PPI Index.

Any de-escalation formula will be based on the change in the commodity for Telephone Apparatus Manufacturing, PPI Series ID pcu334210334210. The formula is calculated by dividing the New PPI Index by the Old PPI Index to identify the Price Reduction Rate. The Old Price is multiplied by the Price Reduction Rate to determine the New Price. This formula applies after Year 1 of the contract and on each subsequent anniversary of the contract effective date.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- a. Go to BLS website: <http://www.bls.gov/ppi/>
- b. Navigate to the "Get Detailed PPI Statistics" section
- c. Select "Create Customized Tables (one screen)"
- d. Click on the link titled "Industry Data"

- e. Type "334210" in the "Select An Industry" box for the Telephone Apparatus Manufacturing category and hit the adjacent "Find" button.
- f. Select "334210334210" for Telephone Apparatus Manufacturing in the "Select One or More Products" box and hit the adjacent "Find" button. A table similar to the one shown (next page) will be created.

Series Id: pcu334210334210 Industry: Telephone apparatus manufacturing Product: Telephone apparatus manufacturing Base Date: 8512													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1997	119.9	120.0	119.3	119.1	119.6	119.2	120.0	119.2	119.2	119.2	119.3	119.2	119.4
1998	119.2	118.7	118.6	118.5	117.6	117.6	117.9	117.8	117.8	117.7	117.7	117.0	118.0
1999	117.0	116.8	116.7	116.1	116.0	115.5	115.7	115.6	115.6	115.6	115.0	113.7	115.8
2000	113.7	113.5	113.5	112.9	112.8	112.8	113.0	113.0	113.3	113.0	113.1	113.1	113.1
2001	113.1	113.1	113.1	108.9	108.8	108.4	107.5	106.5	106.5	106.5	106.4	106.4	108.8
2002	106.3	105.8	105.5	105.4	105.3	105.1	104.8	104.8	104.7	102.9	102.7	101.8	104.6
2003	101.5	99.9	101.8	102.0	102.3	101.2	100.1	100.5	101.0	99.7	100.5	100.5	100.9
2004	100.5	96.2	96.1	95.9	95.9	94.9	94.5	95.7	95.3	94.2	95.3	95.2	95.8
2005	94.5	94.0	94.8	94.7	94.6	94.8	94.4	93.5	92.6	92.6	92.1	91.9	93.7
2006	90.7	92.1	92.2	92.2	92.2	92.2	91.8	91.6	91.6	91.3	91.2	90.1	91.6
2007	90.5	91.0	91.3	90.9	90.4	91.2	91.2	91.8(P)	91.8(P)	90.6(P)	90.7(P)		
P : Preliminary. All indexes are subject to revision four months after original publication.													

Example:

Feb 2004 is the start date of the contract

Old PPI: Feb. 2004 PPI for Telephone Apparatus Manufacturing = 96.2

New PPI: Feb. 2005 PPI for Telephone Apparatus Manufacturing = 94.0

Price Reduction Formula:

New PPI / Old PPI = Price Reduction Rate (rounded to four decimal points)

"Old Price Discount %" ÷ "Price Reduction Rate" = New Price Discount % (rounded to two decimal points)

Calculation:

$94.0 \div 96.2 = .9771$ which equates to a Price Reduction Rate of 97.71%

$25\% \div 97.71\% = 25.59\%$ **New Price Discount Percent**

5.14 Additional Hardware, Software, and Services.

Prime Contractors may offer and the State may purchase, lease, or rent additional equipment or services as detailed on the Baseline Equipment Lists to be submitted in Attachment 3 listed in Section 7.

DMS MUST APPROVE ANY VOICE RELATED EQUIPMENT, FEATURE, OR SERVICE PRIOR TO ADDITION TO THE CONTRACT. ANY ADDITIONAL EQUIPMENT, FEATURE

OR SERVICE MUST BE INTEGRAL TO THE FUNCTIONALITY OF EACH CONFIGURATION.

Percentage discounts for purchases, lease / rental costs used for equipment calculations must be the same for all types / models of equipment and associated services within the identified configuration. For example, if a 45% discount (off MSRP) is proposed for a configuration, then that same percentage must apply to all types and models of equipment (and services) available within that configuration.

The ability to add equipment and services at a pre-determined price is for the convenience and benefit of the Customer. The intent of this option is to promote "one-stop shopping" for both basic and enhanced systems, and to facilitate normal growth.

N.B.: All voice system maintenance proposed with this ITN shall not be a means for a Prime Contractor to provide any "special arrangement" or circumvent the intent of this contract award. "Voice System Maintenance" in this STC implies that the Prime Contractor provide standard warranty agreements ONLY.

THEREFORE, Prime Contractors shall not offer, and Customers shall not purchase, any voice system solution not capable of trunk / line side IP functionality under this Contract. Prime Contractors may only provide maintenance and do incidental (minor) upgrades to existing "legacy" type telephone systems purchased under existing State Term Contracts, and that are already installed at a customer's premise.

The Department reserves the right to prohibit the sale, lease, or rental of any and all additional products and services. Abuse of this additional hardware, software, and services option to complete transactions for unauthorized commodities or services may be prosecuted under s. 858.22 F.S. or other applicable laws.

6.0 TECHNICAL SPECIFICATIONS

- 6.0 OVERVIEW**
- 6.1 ENVISIONED SOLUTION AND MANAGEMENT FRAMEWORK**
- 6.2 SERVICE DESCRIPTION HIGHLIGHTS**
- 6.3 SYSTEM TECHNICAL REQUIREMENTS**
- 6.4 STATION TECHNICAL REQUIREMENTS**
- 6.5 INTERCONNECTION EQUIPMENT**
- 6.6 SYSTEM SUPPORT AND MAINTENANCE**
- 6.7 STANDARDS**
- 6.8 PERFORMANCE EXPECTATIONS**
- 6.9 SERVICE LEVEL AGREEMENTS (RENTAL, LEASE AND MANAGEMENT OPTION)**
- 6.10 VENDOR MANAGEMENT SERVICE**
- 6.11 E911 EMERGENCY SPECIFICATIONS**
- 6.12 OTHER REQUIREMENTS**
- 6.13 MISCELLANEOUS CLARIFICATIONS AND CONDITIONS**
- 6.14 E-RATE**
- 6.15 COST AND REQUIRED RESPONSES**

6.0 Overview:

Florida's ability to operate in an enterprise environment depends on our success building an enterprise service supporting the State's growth and changing requirements. From a practical standpoint, the State must define and implement improved business models that better utilize existing funding and reduce future costs of government.

The effectiveness of a new voice service will be enhanced with a corresponding set of new ground rules governing the relations between all participants (eligible users, DMS, and Prime Contractors). One of the major reasons to undertake the development of a new voice service is to be able to react quickly to new technologies and needs. The key to the success of Florida's efforts is a management framework that does not encumber change. Prime Contractors shall be required to be flexible, aggressively manage change, and adopt new technologies and strategic partners.

This DMS procurement initiative will deliver a statewide service providing both technical and business solutions to the State of Florida and its eligible users, following an enterprise model. This service shall provide improved service delivery, vastly improved resiliency, and enhanced cost performance on a more efficient communication platform.

DMS intends to provide a turnkey service to enable customers the option to purchase equipment, or lease - rent voice edge equipment on a per licensed station basis. Proposals must include design, delivery, installation, cutover, performance verification, maintenance, and training for each voice solution ordered. In addition, customers can select a vendor management option for their voice platform, or choose to manage it themselves. A turnkey service utilizing open source voice platform components shall be considered if it offers all required functionality including service support. One example of Open Source voice system is Asterisk (<http://www.asterisk.org/>). Respondents may offer any, or all, of the four Configuration Types broken into the following sizes and terms:

Configuration Types				
Configuration	System Capacity	Purchase Price	Lease Term MRC	Rental Term MRC
1	1 - 50 Station Clients	Discounted	12 Months	12 Months
2	51 - 400 Station Clients	Discounted	24 Months	24 Months
3	401 - 1000 Station Clients	Discounted	36 Months	36 Months
4	Over 1000 Station Clients	Discounted	48 Months	48 Months

6.1 Envisioned Solution and Management Framework:

DMS is pursuing a new communications service that will transition customers to new voice solutions. DMS intends to utilize the new MyFloridaNet (MFN) infrastructure as much as possible as the transport for various voice services such as SUNCOM Long Distance, 800 Service, contact centers and more.

Under this Contract (a turnkey solution) eligible users will be able to

- Redirect their technical personnel towards better integrating voice services into their business process.
- Utilize state-of-the-art operational processes and tools.
- Offer new technical and business services much more rapidly.
- Improve quality assurance.
- Enhance security.

This Contract will provide a simplified service-delivery methodology where all components are delivered through four standard options; purchase, per licensed station lease / rental, and per licensed station vendor management. Florida's new enterprise architecture will achieve greater accountability and interoperability. Automatic standardization, consolidated operations, homogenous rules and regulations (including security), consistent measurements, and cost allocation will be the immediate result of this new enterprise service

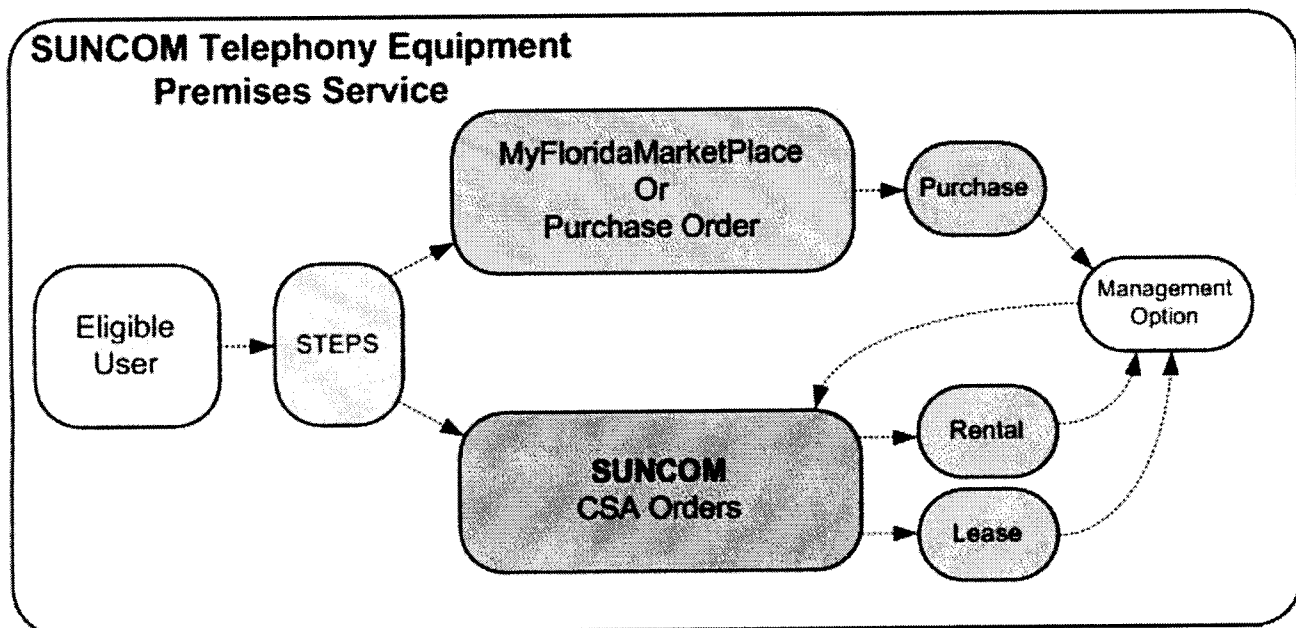
deployment. Each of these simplified service-delivery methodologies is an essential component of success in a modern enterprise voice infrastructure.

6.2 Service Description Highlights

The State is not soliciting a reply to each statement in this Section. Responses must only include a statement indicating they have read, understood and shall comply with the stipulations listed below.

6.2.1 This new voice telecommunications service shall be referred to as SUNCOM Telephony Equipment Premises Service (STEPS). It is a comprehensive solution providing eligible customers the option to select from a suite of premises-based voice system services.

- a. Under this contract customers shall continue to have the option to purchase voice hardware / software and maintenance with complete professional service installation and NOC (Help Desk) support. However, under the purchase scenario Service Level Agreements (SLAs) are not provided. Service installation includes complete installation of all hardware, cabling, and wiring specified in this contract. Complete vendor management option is available (at an additional per licensed station cost) for any eligible user who purchases the system. Under the purchase option customers shall interact directly with the Prime Contractor(s) as they do today.
- b. SUNCOM is introducing a new per licensed station lease and rental service options for eligible users to take advantage of a complete turnkey solution. Lease and Rental options shall provide a complete voice system solution for per station line cost with no up-front installation cost. All services include full maintenance, stringent service level agreements with performance credits, proactive monitoring (with performance alerts), management tools, training (on the voice system and tools), professional service installation, and options for complete vendor management. The SUNCOM network operation center shall provide quality assurance acting as a second set of eyes proactively monitoring the health of the service, and actively escalate problems not resolved in an acceptable time period via normal channels. These operational functions support all voice service platforms and software, regardless of whether or not the site equipment is provider managed or customer managed. See illustration below.



6.2.2 Capacity of the voice system will be measured in terms of the number of stations required. Prime Contractors shall provision each voice system configuration with an additional 5% per year of capacity to accommodate growth.

- 6.2.3** If any previous State Term Contract (STC) vendors receive awards under this Contract, they shall offer maintenance to cover all voice equipment and software purchased from the current STCs (#s 730-310-99-1 and 730-610-99-1) and any voice equipment, software and services resulting from this ITN.
- 6.2.4** All customers shall have the option to subscribe to the Vendor Management service (on a per licensed station basis) whether the voice system is rented, leased, or purchased. Under the Vendor Management Option Prime Contractors are completely responsible for unlimited add/move/changes, and to proactively monitor the voice system for all failures.
- 6.2.5** As a sales support initiative, Prime Contractors shall provide content to support the DMS website housed on <http://www.myflorida.com>. Prime Contractors are required to work with DMS Web development team to assist with the content, and the overall appearance of the website as it relates to their contract services.
- 6.2.6** The Prime contractors shall provide NOC helpdesk and related support services staffed to receive an unlimited number of trouble calls and (critical) changes 24x7x365 for all services components. Calls shall be received by an individual, not solely by an automated response system. NOC support includes a support escalation process staffed with experts readily available to address communication issues for all eligible users. For eligible users subscribing to the vendor management option, Prime Contractors are responsible for proactively monitoring all voice solutions for hardware failures, trunk side errors, line side errors, etc.
- 6.2.7** Prime Contractors shall support various types of Service Level Agreements listed in Attachment 4.

6.3 System Technical Requirements:

- 6.3.1** The voice systems awarded under this contract shall be pure VoIP systems or hybrid system capable of connecting digital, analog, or IP stations. All systems shall provide non-blocking simultaneous voice and data switching and transmission.
- 6.3.2** Voice system equipment should include the following as part of the baseline service.
1. **Attendant Console:** Attendance consoles may differ based on number of main station clients. The attendant console shall contain the necessary alphanumeric displays and operating buttons (keys) necessary for the attendant to process calls utilizing the attendant operational service features. The console shall also provide an indication of a system malfunction. The console shall have the capability of utilizing either a handset or a headset. A plug equipped handset shall be provided with the console. The console shall be powered from the switch. Attendant consoles can be soft clients. Attendant consoles must include all necessary hardware/software. The response shall specify the size of the console, the console wiring pair quantity and size, and the maximum distance the console may be installed from the switch.
 2. **System Power Protection:** The system shall include a power line surge protector, central office telephone service surge protectors, and inter-building cable surge protectors to protect customer personnel and prevent equipment damage. Systems should protect against loss resulting from voltage and current surges superimposed upon the commercial power line and all telephone line circuits by lightning strikes, commercial power faults, and power line to telephone line faults.
 3. **Voice Equipment Power Protection:** All voice equipment shall be accompanied with an appropriate power conditioner and Uninterruptible Power Supply (UPS) capable of providing a minimum of 10 minutes power in the event of a brief failure.
 4. **Administrative Equipment:** This equipment shall provide tools which enable the customer to perform Customer Administrator functions or Remote Administration functions. Additional equipment does not have to be bid if equipment comprising the baseline system can be used for administrative functions however, it must possible perform the administrative functions in a room other than where the switch is located. In addition to a local administrative terminal, Respondents shall propose a web based XML interface for administration of the system and

instrument configuration. English language prompts shall be provided to input commands and/or receive responses during administrative procedures. The administrative console shall contain all the necessary controls, indicators, and displays necessary for administration. It shall be possible to command the system to print out a listing of all station numbers which shall include the characteristics of the station such as digital, analog, virtual number, etc. In addition, it shall be possible for the customer to record the following information associated with each extension number:

- a. Building designator: Minimum of one character
 - b. Room number: Minimum of three characters
 - c. Agency: Minimum of six characters
 - d. Individual's name: Minimum of ten characters
 - e. Direct Inward Dial (DID) number transmitted when 9-1-1 or 9-9-1-1 call is made (Minimum of ten characters). This must function regardless of station types .
 - f. Malicious Call Tracing
5. Direct Digital Interface (T-1/Primary Rate Interface "PRI") Equipment: This feature provides a means of converting a group of up to twenty-four (24) trunk circuits into a DS-1 signal level for direct connection to a T1 span provided by the regulated telephone or other common carrier at the demarcation point. The system shall be capable of connecting to at least two (2) T1 span lines. Both Master and Slave operation are required.
 6. Intercept Announcer Equipment: This equipment shall provide a recorded announcement for DID Intercept. The equipment shall provide a single trunk route channel for Configurations extra small, small and medium and two (2) trunk route channels for Configurations large. The equipment shall provide a single announcement channel for Configurations extra small, small and medium and two (2) announcement channels for simultaneous announcing for Configurations large. Each announcement channel shall provide an announcement with duration of at least 12 seconds. The equipment shall enable the customer to enter, check, erase and re-enter a new announcement. This equipment start/stop operation shall be under control of the DID Intercept to Recorder operational service feature. The response shall specify the size of the equipment and the maximum distance the equipment can be located from the switch.
 7. Music-On-Hold Interface Equipment: This equipment and wiring shall enable the customer provided music system to be accessed by the communications server switch when an outside call is placed on hold. The response shall specify the equipment to be provided.
 8. Remote Administration Interface Equipment: This on-site equipment and wiring shall enable the Prime contractors and the customer to perform administrative functions on the switch from a contractor provided remote center by one or more of the following: a) direct-inward-dialing, b) dialing the attendant, c) dialing a line directly connected to a modem or d) via Local Area Network / Wide Area Network (LAN/WAN) web-based access. The response shall specify the equipment to be provided. The communication server shall provide a capability for the customer to store a required password which shall consist of at least eight (8) alpha numeric characters. Any attempt to gain access to the maintenance and administration feature shall require entry of the password. In addition, sequential entry attempts of invalid passwords exceeding three tries in any five minute period shall cause this feature to "lock up" and not accept any more entry attempts until a reset button on the communications server has been activated. A visual alarm shall illuminate if such an event has occurred. There shall be no other way to gain access to this feature except through the password, i.e. there shall be no bypass methods supposedly known only to technicians.
 9. Remote Testing Interface Equipment: The proposed system shall enable the Prime contractors to perform remote testing of the switch from a contractor provided remote center by one or more of the following: a) direct-inward-dialing, b) dialing the attendant, c) dialing a line directly connected to a modem or d) via LAN/WAN web-based access. Remote testing should be performed during non-business hours if interference with switch operation will occur.
 10. Audio Conference Terminal Unit: This equipment and wiring shall enable the customer to make, receive, and conduct conference calls in meeting rooms. The response shall specify the

- equipment to be provided. The equipment shall be equipped with necessary echo cancellers and filters to prevent clippings and echoes.
11. Traffic Measurement Recording Equipment: This equipment shall print out the traffic data collected by a Traffic Measurement service feature under control of the administrative equipment. It shall be possible to use this equipment from a room other than where the switch is located. The response shall specify the equipment to be provided and the maximum distance the equipment can be located from the switch. It shall be possible to print out the hour by hour traffic in centi-call second (CCS) on individual trunks without changing the configuration of any trunk group. The communications server shall also be capable of printing out the hour by hour traffic on any trunk group. The system shall be capable of accumulating traffic data over a 24 hour period (either single trunks or trunk groups) and printing it out either on site or remotely.
 12. Automatic Trunk Testing Equipment: This equipment shall be capable of on site testing. It shall also offer the ability to remotely test the signaling integrity and transmission quality of the trunking facilities provided by the regulated telephone company and other common carriers. The equipment shall generate and print test reports.
 13. Session Initiation Protocol (SIP) Gateway: The SIP Gateway shall offer the customer a single platform for transporting Voice over Internet Protocol (VoIP) media between IP networks and the Public Switched Telephone Network (PSTN). For each of the Configuration Types 1-4, the response must list the SIP Gateway design used to meet the trunk capacity. SIP Gateways shall support T1 PRI standards.
 14. Power specifications: Power specifications shall be specified and documented for all systems involved in providing the voice service. Customers must be able to utilize this document to provide the correct power service to all systems.
 15. Voice System Infrastructure: All Main Distribution Frame (MDF) wire, cabling, and hardware such as connecting blocks, Telco Network Demarcation Point Plugs, etc shall be provided by the Prime contractors in order to connect the voice switch to the building demarcation blocks. This is not to be confused with building wiring infrastructure for stations, and WAN connection wiring for PSTN access, which are the responsibility of the customer and local phone company.
 16. Backup and Restore: All systems shall be equipped to backup on a regular basis, with restoration as needed. Respondents shall list their available backup media/format options. To minimize the effect of a hardware failure requiring restoration of software, all software and firmware updates must be readily available on site. Customers must receive a backup and restoration plan that shall include:
 - a. The location where the backups will be stored;
 - b. The programs used to backup all systems;
 - c. A schedule when backups will occur;
 - d. A way to monitor backup jobs and ensure completion without errors, and
 - e. A well documented step-by-step instructions on how to restore the overall system

The preceding list itemizes the baseline features. At this point in the submission Respondents must list any feature(s) they are unable to provide in EACH CONFIGURATION. It is assumed by the State that ALL FEATURES may NOT be available (or economically feasible) in the smaller configurations.

6.3.3 Voice system software features shall include the following as part of the baseline service.

1. Automatic Diagnostics: The switch shall automatically perform continuous on-line self testing diagnostics to detect circuit malfunctions, identify the faulty circuit card, and provide an alarm. An alarm signal shall be provided to the attendant console and information on the cause and location of malfunction shall appear on the equipment used for maintenance purposes.
2. Automatic Identification of Outward Dialing: This feature shall enable stations to directly dial the 911 emergency number without any dial level access code. The system will also transmit the 7-digit station number of the station dialing 911 to a special data line provided by the regulated telephone company. This must function regardless of station types.

3. Automatic Station Release: An off-hook station shall be released from an established transmission path and busied out if the station fails to dial, dial properly or completely, or is left off-hook after completing a call. The busied out condition shall terminate when the station is placed on-hook.
4. Call Waiting: The switch shall allow a call from a calling station to a busy station to be held while a tone burst is directed towards the busy station user. The busy station user may connect to the waiting call by hanging up whereby the called station will ring and will be connected to the calling station.
5. Call Park: Allows a station user on an active call to place the call on hold, replace the telephone handset, and then complete the call from any other station.
6. Class-of-Service Day/Night: The level of Class-of-Service assigned to stations can be automatically altered to a predetermined night Class-of-Service when the attendant console is placed in the night service mode or when a predetermined time interval is reached.
7. Control of Trunk Group Access: Allows a station user to establish multi-station conference connections between stations within the system or outside the system.
8. DISA Code Set-Up (Programmable): Allows the attendant to change the Direct-Inward System Access (DISA) security code number.
9. Distinctive Ring: The switch shall provide two (2) distinctive ringing patterns to the station instrument to allow the station user to determine if the call is an inside (station-to-station) call or an outside (trunk) call. A third ringing pattern to allow the station user to determine if the automatic callback feature is recalling the station is desirable but not mandatory..
10. Executive Override: Allows a station user, upon encountering a busy station call, to bridge on to the call. Before the bridge is established, an executive override tone will be applied to advise the talking parties of the impending bridge. This feature shall be subject to Class-of-Service assignment.
11. Class-of-Service (Programmable): The system shall allow each station number to be assigned and identified with a level of Class-of-Service. It shall be used to control the degree of access each station user has to the local exchange, toll, and Common Control Switching Arrangement (CCSA) networks, and to service features and special services.
12. Common Unrestricted Codes: Allows a station to be restricted to dialing common unrestricted codes, specific area codes, exchange codes, and exchange codes within specific area codes over all or selected trunk group types. Common unrestricted codes shall be for emergency assistance (911), local area directory assistance (411), and telephone repair service (611).
13. Direct Inward Dialing (DID): The switch shall allow a station to receive incoming calls from the exchange network in conjunction with exchange network DID trunks and facilities without the aid of an attendant. DID service will be provided by and at the availability of the exchange network facilities.
14. Direct Inward System Access (DISA): The switch shall allow a caller using the regulated telephone common carrier exchange network to access the switch using a special DISA trunk (and 7 digit number) and dialing a carrier code. After the code is dialed, the switch shall return dial-tone to the caller who may then use the system with the Class-of-Service assigned to the DISA trunk.
15. Direct Outward Dialing (DOD): This feature shall enable a station to access the exchange network or the CCSA network without the aid of an attendant by first dialing an appropriate trunk access code. This feature shall be subject to Class-of-Service assignment. Access to the CCSA network shall be by dialing a single digit.
16. Exchange Trunks: The switch shall accommodate ground start or loop start. The trunks shall be either: 1) two-way combination, 2) one-way incoming, 3) one-way outgoing, or 4) one-way incoming (Direct-Inward Dialing). Toll calls will be billed to the Listed Directory Number assigned to the switch.
17. Flexible Numbering (Programmable): This feature allows the station numbers assigned to station lines at the time of installation to be reassigned to another station line when

- personnel are moved. Numbers assigned at installation are to be assigned in accordance with the customer's numbering plan.
18. Foreign Exchange Access: The switch shall accommodate foreign exchange (FX) trunks and allow a station to access the FX trunk without the aid of an attendant. Incoming calls from the FX trunk will be answered and handled by the attendant.
 19. Hunting (Programmable): Allows a group of stations to be assigned to a hunt group and have calls routed to an idle station within a group when the called station in the group is busy. Hunting shall always start with the called station and terminate at the first idle station found. Hunting shall take place in the order in which the stations are assigned into the hunt group.
 20. Intercept: The switch shall automatically route calls to the attendant if, a) the call cannot be completed because of vacant or unassigned number, b) due to calling station number Class-of-Service restrictions, or c) dialing irregularities. The system shall provide an intercept tone to the calling station if attendant-less operation is in effect.
 21. Intercept DID: Direct-inward dialed calls to reserved, idle, and unassigned DID station numbers shall be intercepted and routed to the attendant.
 22. Least Cost Routing - Modified: The switch shall automatically route any call which is dialed DDD as an off-net CCSA SUNCOM call if a CCSA SUNCOM trunk is available. This feature is applicable only to stations not restricted from Toll 0/1 access.
 23. Night Service (Programmable): This feature shall provide arrangements to direct calls normally answered by or directed to the attendant(s) to preselected station(s) within the system when regular attendant positions are not occupied. The night answer station(s) shall be provided with call transfer capability. The selected station and the control of night service shall be controlled by the attendant console.
 24. Off-Premises Station: The switch shall provide service to a station that is located on a premise other than that of the switch. These off-premises stations are connected through the regulated telephone common carrier private line facilities. The response shall specify the Bell Facility Interface Code (FIC).
 25. Outgoing Trunk Queuing: Allows a station user accessing a busy trunk group to be held in a queue and to be signaled within a predetermined interval of time by a recall ring when a trunk in the group is available.
 26. Public and Private conferences: Allows a station user to establish multi-station conference connections between stations within the system or outside the system. Remote Administration: This feature shall allow the Prime contractors and the Customer to perform customer administrative functions from a contractor provided remote center at by dial-up access to the switch.
 27. Remote Testing: This feature shall allow the Prime contractor (or equipment manufacturer) to remotely test system performance on a daily and monthly basis, or as requested, by dial-up access of the maintenance and self-test diagnostic capability of the switch. The Prime contractors shall analyze the results, and if necessary, conduct additional troubleshooting test programs to locate the source of trouble. These tests shall be performed during the non-business hours if interference with switch operation is possible.
 28. Restrictions - Full (Programmable): Allows selected stations to be restricted to only placing or receiving station-to-station calls. All other call attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.
 29. Restrictions - Miscellaneous Trunk (Programmable): Allows selected stations to be restricted from dial access to pre-selected miscellaneous trunk group including CCSA SUNCOM trunks. Restricted call attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.
 30. Restrictions - Origination (Programmable): Allows selected stations to be restricted from originating any calls. However, terminating calls can be completed to this station line. This feature shall be subject to Class-of-Service assignment.
 31. Restrictions - Termination (Programmable): Allows selected stations to be restricted from receiving any calls. This feature shall be subject to Class-of-Service assignment

32. Restrictions - Toll 0/1 (Programmable): Allows selected stations to be restricted from access to the toll operator or the Direct Distance Dial (DDD) network. Restricted call "0" or "1" attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.
33. Restrictions - Toll 3/6 Digit: Allows a station to be restricted to dialing common unrestricted codes, specific area codes, exchange codes, and exchange codes within specific area codes over all or selected trunk group types. Common unrestricted codes shall be for emergency assistance (911), local area directory assistance (411), and telephone repair service (611).
34. Single Digit Dialing (Group Alert): Allows a group of stations to be assigned to an alert group and simultaneously called by dialing a single digit assigned to the group. The single digit shall not conflict with the system numbering plan.
35. Speed Calling: Allows a station user to place frequently called station, local, DDD, or CCSA SUNCOM calls by dialing fewer digits than normally required.
36. Standards based IP Trunk (SIP Trunk): The system shall setup voice trunks over IP by means of SIPconnect standards which refers to a number of existing Internet Engineering Task Force (IETF) Requests For Comments (RFCs) and provides a minimum set of requirements that are needed to ensure interoperability between vendor solutions, service providers, and the enterprise.
37. Station-to-Station Calling: Allows a station to dial another station without the aid of an attendant if the called station is not termination restricted.
38. Switch-hook Flash: The system shall permit a momentary on-hook switchhook flash to operate certain station features. An on-hook condition between 300ms and 1 second shall be recognized as a valid switchhook flash.
39. Tenant Service: Allows the capabilities of the switch to be partitioned or shared between two or more users where each user or tenant has their own trunk groups and attendant console(s).
40. Trunk Answer from Any Station (TAFAS) (Programmable): Allows incoming calls directed to the attendant to activate a common ring gong chime signal when the attendant positions are in Night Service and the night stations are unassigned or all busy. Any station may answer the call by dialing a special TAFAS code.
41. Trunk Groups: The switch shall accommodate at least eight (8) trunk groups. A trunk group shall be considered as combination two-way, one-way in, one-way out, CCSA SUNCOM, In-Wide Area Telephone Service (WATS), foreign exchange, tie-line, DISA, and terminating OPX from another system. Dial level access shall be provided to trunk groups.
42. Trunk-to-Station-to-Tie-Trunk Access: The system shall accommodate off-premises extension(s) (OPX) from other systems and enable a station user to access the OPX without the aid of the attendant. Incoming calls from the Off Premise Extension (OPX) will be answered and handled by the attendant.
43. Trunk-to-Trunk Connection: Allows the attendant to connect any two trunks together

At this point in the submission Respondents must list any feature(s) they are unable to provide in EACH CONFIGURATUION. It is assumed by the State that ALL FEATURES may NOT be available (or economically feasible) in the smaller configurations.

6.3.4 Optional Software Operational Service Features: The Respondent is requested to provide the following optional features and equipment to enable the customer to equip the system to meet special, customer operational requirements.

1. Attendant Consoles: Additional quantities of Attendant Consoles above the baseline quantity may be ordered. The response shall specify on the price sheet the cost of each additional console with installation. The cost shall consider the console and any additional modules that may be required to support the additional console.
2. Authorization Code (Programmable): Allows a station user to override the Class-of-Service assigned to that station number by dialing an authorization code number. The authorization code number may be recorded by the Station Message Detail Recording (SMDR) feature with the toll call detail. The authorization code shall be inspected for validity as a security check

3. Automatic Call Distribution (ACD) Equipment: This equipment and software shall enable operation of the ACD operational service feature. The response shall specify the equipment and software to be provided.
4. Automatic Call Distribution (ACD): This feature shall provide an equitable distribution of a large volume of incoming calls to answering positions. If all answering positions are busy, the calls will be answered by a recorded announcement and then held in order of their arrival in queue until an answering position becomes available. If more than one answering position is available, the call will be distributed to the answering position that has answered the fewest calls. This feature shall permit the answering position's supervisor to enter and monitor a call in progress without the knowledge of the answering position. This feature shall provide the following real and buffered time statistics report: number of calls received, number of calls answered, number of calls in queue, duration of call in queue, duration of call answered, etc. The baseline system shall be capable of accommodating an Automatic Call Distributor (ACD) capable of distributing calls based on the number of agents listed for Configuration 1 through 4. As a minimum requirement, the voice system shall be capable of handling 18 calls per hour per agent with an average call length of 2.5 minutes. Additional features and functionality shall be included: Agent identification entry, individual agent "log in/out" entry, ACD supervisor monitor of agent calls, Capability for agent and supervisor communication by message display, ACD traffic report, agent performance report, and call queuing.
5. Customer Administration: This feature shall enable customer personnel to perform system administrative functions such as; a) changes to the office data base (station number assignment or reassignment, authorization code assignment, Class-of-Service assignment, pick-up group assignment, hunt assignment, etc.), b) control of the traffic measurement feature, and c) activate portions of the installation independent (generic) program not initially activated.
6. Dictation Access Interface Equipment: This equipment and wiring shall provide an access interface permitting the connection with user provided dictation equipment. The equipment shall be wired to the station connecting block. The response shall specify the equipment to be provided.
7. Music-On-Hold: Allows a customer provided music source such as an AM/FM tuner to be provided to the switch, and passed to outside calls placed on hold.
8. Power and Common Control Failure Transfer: During a commercial power failure and a common control failure, the system shall enable designated station users to place an outside call or answer an incoming call on certain two-way exchange trunks at designated station locations on a one trunk per station location basis. An audible indication of an incoming call on an assigned line when a transfer has occurred shall be provided by the station instrument or a separate audible indication at the station instrument location. A special version of the proprietary telephone instrument or a standard single line station instrument with ringer connected to a line is acceptable. The use of batteries to provide power for system operation during the commercial power failure shall be unacceptable. This feature shall be bid on a one trunk per station location basis.
9. Radio Pocket Paging Access Interface Equipment: This equipment and wiring shall enable the user to access user provided radio pocket paging equipment. The equipment shall be wired to the station connecting blocks. The response shall specify the equipment to be provided.
10. Session Border Controller (SBC): The Contractor shall provide an SBC as defined herein. SBC facilitates consistent service quality, protection and security between VoIP networks. An SBC in simple terms is a sophisticated firewall for multimedia applications for voice and video. Its purpose is to defeat a wide variety of network threats meant to disrupt or disable a VoIP networks. SBC can protect against a myriad of threats including flood attacks, Denial-of-Service attacks, and SIP signaling attacks. It can intelligently provide Access Control to enable easy blacklisting of endpoints to prevent recurring attacks. SBC also performs private-to-public IP network address translation (NAT) in real time while supporting NAT traversal, topology hiding, route enforcement, and regulation of bandwidth consumption between networks. More details will be described in the discussion on the Session Border Controllers.

11. Station Message Detail: This feature shall enable the Customer to identify the contribution of each station number to the total long distance bill (DDD and CCSA) rendered by the telephone company to the common number(s) assigned to the system and enable the Customer to bill to each station number, department, etc. The station message detail shall provide as a minimum, the following detail on each outgoing call: the calling station number, the called number, date of call, call start time and duration, and a call accounting code. The call duration shall be measured from the establishment of the connection to the time the station goes on hook. The collected station message detail shall be available to the customer. The response shall define how output data is provided to the customer; physical output media/interface as well as the file structure (for example, comma delimited, Excel, Word ...). The data may utilize an output data port in accordance with EIA Standard RS-232. This feature shall require additional equipment for station message detail accounting.
12. Station Message Detail Accounting Equipment: This equipment shall utilize station message detail from the RS232 data port on the PABX and generate and print accounting and management reports on telephone usage. The responses shall specify the equipment to be provided, the format of the data and a definition of the "handshake" required to transfer data from the PABX SMDR output to external call accounting equipment. In the event of an AC power failure, either transient or extended, or in the event of a failure of the call accounting equipment, the SMDR output shall not cease operation. In no case shall it be necessary to physically reset a button on the SMDR output circuit after such a failure.
13. Tie-Trunks: The switch shall accommodate inter-switch tie-trunks to permit calling with another switch or between two other systems using tandem switching. The switch shall allow connection of the incoming tie-trunk call to the attendant and to local, FX WATS, CCSA, etc., trunk groups.
14. Traffic Measurement: Allows traffic data to be measured and accumulated in the switch over assignable time periods. The start time and run time shall be assignable. The response shall define how output data is provided to the customer; physical output media/interface as well as the file structure (for example, comma delimited, Excel, Word ...). The data may utilize an output data port in accordance with EIA Standard RS-232. The Customer shall have administrative control of this feature, able to turn on or off and alter output parameters. As a minimum, traffic measurement data in the form of peg counts and usage (CCS) shall be provided for the following parameters:
 - a. Identified Trunk Groups: Outgoing calls, incoming calls, all calls, busy and quantity working (peg count and usage)
 - b. Identified Station Features: Each (peg count)
 - c. Identified Consoles: Calls handled and calls waiting (peg count and usage)
 - d. Switch: Calls handled (usage)
15. Voice Paging Access Interface Equipment: This equipment and wiring shall enable the user to access the user provided voice paging equipment. The equipment shall be wired to the station connecting block. The response shall specify the equipment to be provided.
16. Voice Mail Equipment: This equipment shall enable callers to leave voice messages for the called station and enable the called station to retrieve the store message and add to and forward the message to another station. The equipment may be bid in channel, mail boxes, and hours of storage configurations suitable for the system capacity. The response shall specify the equipment to be provided.
17. Unified Messaging Equipment: As a minimum, this equipment shall enable the system to integrate the users' E-Mail application with their Voice Mail system. The equipment provides the voice messages to be stored as wave files and sent to users as E-Mail messages. Users utilizing media player software program will be able to listen to their messages by playing those wave files on their workstations, PDAs, etc..
18. Wireless/Mobility Equipment & Interface: This equipment & interface enables the user when mobile within the premises to have all capabilities of receiving & placing calls as at their desk. The system shall allow minimum of 10 simultaneous calls from each access point transceiver, while facilitating all PABX features.

19. Radio Pocket Paging Access Interface Equipment: This equipment and wiring shall enable the user to access user provided radio pocket paging equipment. The equipment shall be wired to the station connecting blocks. The response shall specify the equipment to be provided.
20. Station Message Detail Accounting Equipment: This equipment shall utilize station message detail from the RS232 data port on the PABX and generate and print accounting and management reports on telephone usage. The responses shall specify the equipment to be provided, the format of the data and a definition of the "handshake" required to transfer data from the PABX SMDR output to external call accounting equipment. In the event of an AC power failure, either transient or extended, or in the event of a failure of the call accounting equipment, the SMDR output shall not cease operation. In no case shall it be necessary to physically reset a button on the SMDR output circuit after such a failure.

6.3.5 Voice System Capacity and Configuration: Each system configuration shall have the capacity to accommodate a minimum of the station lines, trunks, attendant consoles, as described below. The minimum sizing for each system station/trunk capacity shall be based upon the following trunk types and quantities. Any baseline feature, such as attendant console, shall be transparent with regard to port capacity. All port capacity requirements shall be met for each of the configurations including the correct quantity of LAN Ethernet ports.

Hybrid Voice System									
Configuration	Number of Stations	Analog Station Lines	Digital Station Lines	IP Station Clients	Analog CO. Trunks	PRI/T-1 Span	Attendant Console(s)	ACD Supv.	ACD Agent(s)
1	1-50	10	20	20	4	1	1	1	5
2	51-400	100	150	150	16	4	4	10	50
3	401-1000	200	400	400	48	8	8	20	80
4	> 1000	400	800	800	96	12	12	40	160
Pure Voice over IP System									
Configuration	Number of Stations	Analog Station Lines	IP Station Clients	Analog CO. Trunks	PRI/T-1 Span	Attendant Console(s)	ACD Supv.	ACD Agent(s)	
1	1-50	10	40	4	1	1	1	5	
2	51-400	100	300	16	4	4	10	50	
3	401-1000	200	800	48	8	8	20	80	
4	> 1000	400	1600	96	12	12	40	160	

Configuration	Central Office Ground Start/Loop Start	Direct-in- dial	Total
1	8	8	16
2	48	48	96
3	72	72	144
4	96	96	192

6.3.6 Equipment Specification

- a. The system switching equipment shall consist of servers and/or a cabinet or cabinets containing all of the telephony modules, printed circuit card modules and other assemblies

required to process and complete telephone calls utilizing the operational service features. Such modules and assemblies shall be the central processor memory, network service (receiver and tone), line and trunk, serial data input/output interface (programming equipment, traffic measurement recorder, etc.), console control units, software memory module unit, and power supply and panel units. The switching equipment shall utilize cabling between cabinets and from the cabinets to the connector blocks. Appropriate physical and/or logical ports shall be provided for data input/output.

- b. The system shall be compatible and operate properly with peripheral equipment that may be separately procured or provided by the Customer. Such equipment shall be Electronic Key Telephone systems, Dictation equipment, Music-On-Hold equipment, Radio Pocket Paging equipment, External Voice Paging equipment, and Station Message Detail Accounting Equipment (SMDA). Special level dial access shall be provided for accessing the dictation and the paging equipment.

6.3.7 Optional Uninterruptible Power Supply: An upgraded Uninterruptible Power Supply (UPS) shall provide uninterruptible power to the switch during normal availability of commercial power and during power transients and power failures. The equipment shall be sized for the trunk/station capacity of each of the Configuration Types (1-4). Responses shall specify the cost and power rating of their equipment to be provided with enough detail that a customer could make a purchase, lease, or rental decision based on their uptime requirements. DMS anticipates that the respondent shall provide a matrix showing optional configurations, runtimes and costs with their submission.

6.3.8 Other Equipment and Features: Each Respondent is requested to propose other equipment and features that will enhance the capability of the voice system.

6.3.9 Professional Services

- a. System Installation and Configuration: Prime Contractors may subcontract installation and configuration. However, Prime Contractors shall retain responsibility for overall installation, integration, project management, and consulting of any voice system requested either through rental, lease, or purchase options. Prime Contractors shall also work closely with the SUNCOM operations and engineering teams for systems installed under the per licensed station lease / rental or subscribing to the vendor management option.
- b. Wiring Infrastructure: Prime Contractors shall use SUNCOM Telecommunications Infrastructure Project Services (TIPS) program which assists customers with procuring telecommunications infrastructure wiring services by providing infrastructure cabling system design for both inside and outside wiring.

http://dms.myflorida.com/cits/portfolio_of_services/suncom/infrastructure_services

6.3.10 Converged Network Security: In utilizing the IP protocol, either within the enterprise or Internet, there is a level risk not found in the traditional TDM environment. The functionality and flexibility gained when using IP in a TDM environment outweighs the risk if proper security and quality of service is designed and implemented. The State seeks an overall security design strategy engineered to prevent unauthorized access and Denial-of-Services (DoS) attacks on systems involved in the VoIP solution

Respondents shall describe an overall security strategy for protecting all voice components including signaling and the media itself on the LAN and WAN. All security related devices must be specifically aware of VoIP so they can intelligently provide protection without impacting service. Hybrid and pure VoIP systems can be plagued with security issues such as Denial-of-Service (DoS), worms, viruses, etc. Proposed security strategies may include a combination of session border controllers, firewalls, intrusion detection and prevention systems, network access control,

network partitioning, and other IP security schemes. Diagrams are encouraged since clarity is important when describing the overall security strategy for protecting the voice system and its components.

6.4 Station Technical Requirements

- 6.4.1 Station Options:** Prime Contractors are expected to offer multiple families of analog, digital, and IP stations, providing customers a wide range of choices and price options.
- 6.4.2 Analog/Digital Station:** Standard analog and digital telephone set shall be single or multi-line appearance telephones with a flash button and fixed/programmable feature keys. Stations shall have a standard 12-button touchpad with an audible ringer or tone device and volume control. They shall be modular with a 6 foot (minimum) flat retractable handset cord and a 7 foot (minimum) 4-pair (maximum) line cord with a miniature modular plug for connection to a modular telephone wall jack assembly. The voice switch interface operation with the station voice terminal equipment shall be in accordance with Electronic Industry Alliance (EIA) Standard RS-464. The system shall accept flash signals or other key commands to initiate internal calling features. The multi-line appearance voice terminal shall function on three (3) or four (4) pair station wire. The station conductor loop resistance shall accommodate voice terminals and data terminal equipment located at least 1,000 feet from the communications server switch. The Respondent shall specify the maximum distance that the station terminal equipment may be located from the switch.
- 6.4.3 IP Station:** IP enabled voice clients such as IP phones or soft phones residing on the customer provided LAN shall be compliant with the SIP standard. All IP stations are required to interoperate with all other SIP standard stations and any SIP standard voice systems. Since the feature set may be limited, Respondents shall provide an explanation of how well their equipment functions in an environment where there are devices from different manufacturers. IP client stations shall also provide single and multi-line appearance with flash button. Fixed or soft programmable feature keys are a minimum requirement. The IP voice terminal interface shall be in accordance with Ethernet, IEEE 802.3 standards and include built-in IEEE 802.3af Power-over-Ethernet (PoE) circuitry and contain an integrated dual-port Ethernet switch with 802.1q trunking capabilities. IP stations shall include a six-foot CAT5 cable and one AC adapter if customer does not support PoE enabled switches. IP stations shall be able to self-classify traffic for any Layer 2 Class-of-Service (COS 0-7) and Layer 3 Quality-of-Service (DSCP 0-63) values. Responses will be evaluated on the functionality of the troubleshooting tools. Since tool functionality is critically important to the success of the service, Respondents shall provide significant detail on how their troubleshooting functionality takes advantage of built-in support for PING, TRACEROUTE, call quality (MOS), etc.
- 6.4.4** Respondents are required to provide specifications for basic, enhanced, and advance TDM and IP stations. Respondents shall also include specifications for more specialized stations such as conference phones, video phones, WIFI mobile phones, etc. Baseline (minimum) features for all phones shall include automatic call back, call forwarding (all calls), call forwarding (busy, don't answer), call hold, call pickup, conference, dial access to attendant, and transfer consultation. Example of features:
- a. Basic: One line, dedicated RJ-9 headset port, and PoE or AC adapter.
 - b. Enhanced: Two lines, dedicated RJ-9 headset port, speaker phone, LCD programmable soft keys, and PoE or AC adapter.
 - c. Advanced: Three lines, dedicated RJ-9 headset port, speaker phone, LCD programmable soft keys, XHTML applications, and PoE or AC adapter.
 - d. Specialized: Voice conference, WIFI mobile phones and video IP stations.
- 6.4.5 Attendant Console Baseline Features:** The operational service features that require programming shall be programmable by the customer. Equipment required for programming shall be provided as accessories.

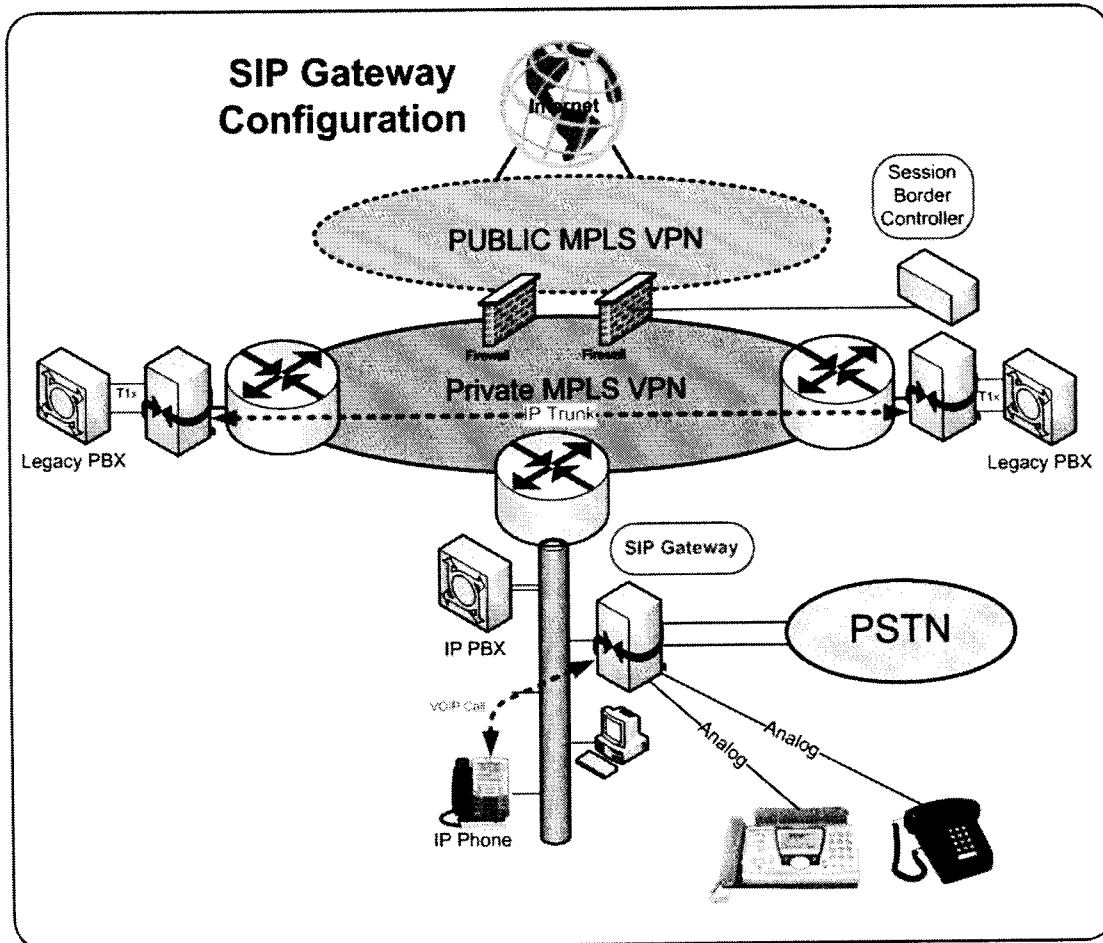
- a. Alarm Display: Allows an attendant to be visually alerted that a malfunction has occurred within the switch equipment or the attendant console.
- b. Busy Status Display: Allows an attendant to visually observe the busy or idle status of any station number.
- c. Call Identification Display: Allows an attendant to visually identify the station or trunk group number and Class-of-Service of the station or the trunk group of the call directed to or placed by the attendant position.
- d. Call Splitting: Allows an attendant to talk privately to either party of call established through the attendant position.
- e. Call Waiting Display: Allows an attendant to visually identify the quantity of calls being held for disposition.
- f. Camp On: Allows an attendant to extend an incoming call to a busy station. The incoming call shall be automatically connected to the station when the station becomes idle. The attendant shall be signaled if the busy station does not answer within a predetermined interval of time. The caller on the busy station shall hear a tone to indicate they have been camped on.
- g. Controlled Conference: Allows an operator or the system to automatically establish a conference bridge for communications amongst a prearranged list of conferees with established identification credentials. It also offers the operator and/or the system to verify the identification of the conference attendees.
- h. Extension of Incoming Call: Allows an attendant to extend incoming trunk calls to the requested station or trunk group.
- i. Through Dialing: Allows an attendant to select a trunk facility on an attendant handled outgoing call so the station user can complete dialing.
- j. Timed Reminder (Recall): Allows an attendant to be automatically alerted after an assigned timeout period when a call that has been extended from the attendant console is waiting or unanswered.
- k. Transfer All Calls: Enables an attendant to transfer a station on any call in progress to any other trunk or station on the switch.
- l. Trunk Group Busy Indication: The attendant console shall provide an indication when all the trunks within a trunk group are busy.

At this point in the submission Respondents must itemize any feature(s) they are unable to provide.

6.5 Interconnection Equipment

- 6.5.1 The system shall be able to access to the regulated telephone common carrier exchange network, Common Control Switching Arrangement (CCSA), Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) facilities and private line service. The system shall be compatible and operate properly with general exchange and private line services offered by the regulated telephone common carrier and other telephone carriers. Such general exchange services shall be two wire and four wire exchange trunks (one-way outward, one-way inward, two-way combination), foreign exchange (FX), Direct Inward Dialing (DID), WATS, and toll-free services.
- 6.5.2 SIP Gateway: The SIP Gateway shall provide voice and fax communications between the local PSTN and the IP voice system and stations. It shall also have the ability to connect directly to analog phones, fax machines, key systems, PSTN lines or a PBX. In some special cases, SIP Gateways maybe used to connect two or more legacy PBXs via the IP network. Gateway required features:
 - a. The number of PRI T1 ports for communication between the PSTN and existing IP network shall meet the standards set for Configuration Types 1-4
 - b. Ethernet connectivity for VoIP and management

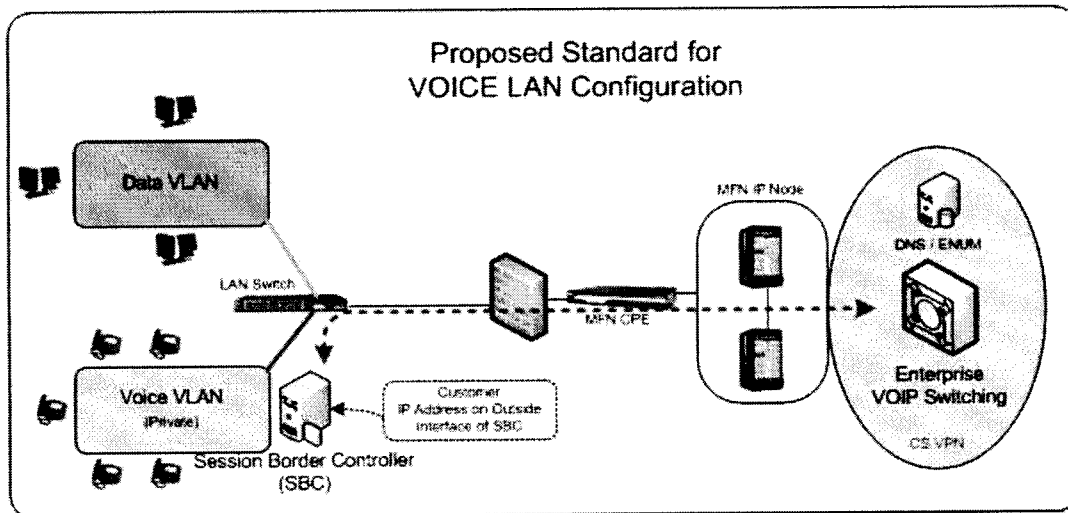
- c. Supports Foreign eXchange Subscriber / Foreign eXchange Office (FXS/FXO) on each channel for direct analog connection to phones, key telephones, PBX extensions, PSTN lines or PBX trunks
- d. Supports SIP for sending voice over the IP protocol
- e. Voice compression per call with support for multiple algorithms including G.729 and G.711
- f. Silence suppression and comfort noise generation capabilities
- g. Quality-of-Service DiffServe and Class-of-Service 802.1p
- h. PSTN failover automatically routes calls over the PSTN network if the IP network is down
- i. Supports SIP supplementary services including call forward, call transfer and call hold
- j. T.38 real-time fax relay for interoperability between other VoIP equipment
- k. Configuration and management using a Web browser



6.5.3 Session Border Controllers (SBC):

- a. The long term goal for SUNCOM voice network is to provide long distance, toll-free and other voice services via the MyFloridaNet MPLS backbone. SBCs will be one of many integral parts to effectively provide these services. Respondents shall describe an SBC for each Configuration Type (1-4) that will be provided as an optional service feature.
- b. The SBC shall be capable of supporting both voice and video. The desired configuration is to place the customer's applicable IP phones in a unique private VLAN and all phones communicate via the SBC. This configuration allows hiding the phone topology by adding another layer of protection. The benefits of using an SBC are enabling NAT/Firewall traversal, VoIP statistics, network security, and QoS enforcement. Another important aspect of using an SBC is it allows the State to assign and manage public IP address space

used within customer edge devices more efficiently. The SBC also minimizes keep-alive and signaling traffic targeted at the root VoIP communications system.



- c. Any SBC offered under this Contract shall support the following:
1. NAT/Firewall friendly SIP implementation that allows seamless integration with current firewalls and NAT enabled devices.
 2. Enforcement of Quality of Service using the MyFloridaNet QoS standards (i.e. mark and appropriately queue both signal and media traffic)
 3. Restrict network access to only legitimate voice traffic while hiding network topology.
 4. Provide troubleshooting PING and TRACEROUTE tool so that customer can test connectivity between SBC and IP stations or IP trunk end-points. SBC shall also provide statistical information such as latency, jitter, and Mean Opinion Scores (MOS) between it and IP stations or IP trunk end-points.
 5. Respondents shall specify any other feature related to the SBC that enhances this product.

6.6 System Support and Maintenance

- 6.6.1 This contract is intended to serve all eligible users with numerous service options. Customers may utilize this contract to purchase equipment, or subscribe to per licensed station leasing or rental of voice systems. Eligible Users may purchase maintenance services for their existing equipment (purchased via the previous STCs), at the new discount rate structure, assuming their current vendor receives a contract award from this ITN. Maintenance of equipment and software shall be included as part of the per licensed station lease and rental cost. Maintenance also includes application & operating system software upgrades, hot fixes, and security patches for voice system and stations.
- 6.6.2 Prime Contractors shall provide the ability for customers to purchase all replacement parts for all voice systems and peripherals procured under this contract, as well as the existing state term contracts at the discounted rates.
- 6.6.3 All voice system maintenance shall not be a means for a Prime Contractor to provide any "special arrangement" or circumvent the intent of this contract. Voice system maintenance in this STC implies the Prime Contractor provide standard warranty agreements ONLY.

6.7 Standards

- 6.7.1** Federal Communications Commission (FCC) Registration: Registration in accordance with Federal Communications Commission (FCC) Rules and Regulations is required for all equipment connected to the regulated common carrier switched and private networks. The Respondent shall submit their FCC registration number.
- 6.7.2** IP Trunking: The state envisions providing voice services via IP trunking adhering to SIPconnect standards which refers to a number of existing IETF RFCs and provides a minimum set of requirements that are needed to ensure interoperability between vendor solutions, service providers, and the enterprise. SIPconnect covers requirements in the following areas: DNS, signaling security, firewall & NAT traversal, authentication & accounting, PSTN & SIP addressing, Quality-of-Service (QoS), and handling of media. The IP enabled systems shall meet SIPconnect standards in order to participate in the overall SUNCOM VoIP transport implementation over the MyFloridaNet.
- 6.7.3** Voice CODECS: This Contract shall support both G.729A (low bit rate) codecs in addition to the G.711MU (or G.711A) digital encoding method. Lower bandwidth usage often makes G.729A a first choice for voice services over IP trunks. The G.729 codec is often not suitable for fax and modem use; G.711 coding or T.38 fax coding is required instead. Responders shall specify how fax and modem calls are to be handled to avoid performance degradation.
- 6.7.4** Power over Ethernet (PoE): PoE stations shall be in accordance to standards 802.3af.
- 6.7.5** EIA RS-464: The system shall be in accordance with EIA Standard RS-464 including transmission characteristics, address signaling, and call progress signals.
- 6.7.6** Layer 3 Differentiated Services (RFC 2475): All voice systems shall support Differentiated Services QoS standards. Also, IP voice systems and components must adhere to SUNCOM standards:
- a. Voice media = Express Forwarding (EF)
 - b. Video media = Assured Forwarding 41 (AF41)
 - c. Voice and video signal = Class Selector 6 (CS6)
 - d. Application traffic = Assured Forwarding 21 (AF21)
 - e. Best Effort = 0 (BE)
- 6.7.7** Layer 2 Class-of-Service (IEEE 802.1p): All voice systems shall support CoS standards. Also, IP voice systems and components must adhere to SUNCOM standards:
- a. Voice media = 5
 - b. Video media = 4
 - c. Voice and Video Signal = 3
 - d. Application traffic = 2
 - e. Best Effort = 0
- 6.7.8** Standards listed in this section are current and well-accepted in the industry and should promote a high degree of feature functionality. However future support for evolving standards is important. Respondents shall propose options for cooperative assistance implementing and supporting any new voice and networking standards.

6.8 Performance Expectations

- 6.8.1** The minimum performance expectation for voice system availability and reliability shall be greater than 99.9% uptime during a 365 day period.

- 6.8.2** Dial-Tone Access refers to the telephony signal used to indicate the telephone exchange is working and ready to accept a call. The minimum performance expectation shall be to have dial-tone presented within 1 second of an off hook condition, greater than 99.9% of the time based on an average taken during the busiest eight hour portion of the service day.
- 6.8.3** The system shall provide non-blockage P.01 grade of service during the busy hour.
- 6.8.4** Voice Call Setup is the process of setting-up of voice calls via a called number translation point which performs a called party number translation. The performance expectation for Voice Call setup is within 2 seconds of last digit depressed. This target shall be met 99.9% of the time based on the average taken during the busiest eight hour portion of the service day.
- 6.8.5** Voice transmission shall be clear and free of distortion, crosstalk, and noise. As part of the site survey, the response shall determine whether or not any concerns are present which would interfere with proper operation of the system. Systems will be reviewed according to the Performance Expectations outlines below.

Voice Quality Requirements Latency (also called delay), jitter and packet loss are three common terms used in VoIP today to describe and measure the effects of voice traveling over IP networks.

Latency is the (delay) time it takes for information to travel through devices and connections in a network. In this case, the information is voice running over IP networks, but delay certainly affects all types of information – data, video, fax and others.

Jitter is the variability in the delay in a network. For example, an IP network can introduce different levels of delay for certain packets, causing an overall lack of synchronization. This lack of synchronization can cause random audio noises (such as, clicking and popping) that disrupt voice communications.

Packet loss is the measure (percent) of packets that are lost, damaged or excessively delayed in transit through the IP network. Voice communications are very intolerant of packet loss. According to recommendations from the National Institute of Standards and Technology (NIST), for latency, the ITU G.114 industry standard specifies the following for voice quality:

- 0-150 ms delay = toll quality
- 151-400 ms delay = near-toll quality
- >400 ms delay = unacceptable voice quality Early VoIP accepted 250 ms (millisecond) as standard, but 250 ms of delay is noticeable to the human ear and is not on par with the quality of voice on the PSTN. Jitter is when packets arrive irregularly. If jitter is too great, packet loss occurs. The NIST says packet loss generally must be below 1 percent to 3 percent to maintain acceptable voice quality.

Mean Opinion Score (MOS) is an ITU-endorsed method of measuring the quality of a voice call at the destination end of the call. The method involves using a group of listeners to rate the quality of the voice call as text sentences are read by male and female speakers. The quality is rated on a scale of 1 to 5: 1 = bad, 2 = poor, 3 = fair, 4 = good and 5 = excellent. The MOS is the arithmetic mean of the individual scores. A MOS of 4.0 or higher is considered to be toll quality, whereas a MOS of 2.5 or below is considered unacceptable voice quality for human conversation.

The Respondent is responsible for notifying DMS/SUNCOM any such problems exist. If problems are found after the installation, DMS/SUNCOM or the Customer shall have the right to reject the system if the Respondent cannot remedy the problem.

6.8.6 The State requires voice equipment and services capable of supporting mission critical applications. These services must have aggressive characteristics including high availability and reliability, sophisticated monitoring, rapid service restoration and capacity provisioning. Respondents shall define their strategy for meeting the State's performance needs.

6.8.7 Installation times of all new voice systems shall be based on each Configuration Types (1-4). These installation windows apply to purchase, lease and rental under this contract. The maximum date to install a system with all features and functionality including all the end points after receiving orders from DMS are as follows:

- | | |
|--------------------|------------------|
| a. Configuration 1 | 30 calendar days |
| b. Configuration 2 | 45 calendar days |
| c. Configuration 3 | 75 calendar days |
| d. Configuration 4 | 90 calendar days |

6.9 Service Level Agreements

6.9.1 Service Level Agreements (SLAs) are used to ensure the contractor meets required performance and delivery expectations. SLAs are between DMS and the Prime Contractors. Prime Contractors will not be held accountable for SLAs due to Force Majeure. If an outage is beyond the equipment provided by this Contract, such as a backhoe severing a PSTN connection, SLA credits will not be expected.

6.9.2 For this specific paragraph on Service Levels Agreements, Respondents need only provide a statement acknowledging compliance with the SLA requirements shown in items 1 through 4 below.

1. Prime contractors are required to provide service levels defined in Attachment 4.
2. Performance credits are cumulative (applied for each incident) but capped at 100% of the MRC for that billing cycle.
3. All SLAs are calculated, measured and paid per incident, not based on an average or MTTR.
4. For installations covered by SLAs offered in Attachment 4, degraded performance and/or component outage will result in performance credits for the entire service.

6.9.3 The State requires minimal service restoration times where attributable to equipment failure and degraded service. Respondents must define the specific design elements and administrative strategies used to assure restoration times are kept to a minimum.

6.9.4 In addition to the elements listed above, Respondents shall highlight any distinguishing aspects of their service to be considered during the evaluation for Service Levels.

6.10 Vendor Management Service

The term Vendor Management combines several critical support functions into one option to enhance the functionality of systems/components purchased, leased or rented under this Contract. Vendor Management is a critical component in overall quality and cost effectiveness of the statewide enterprise service. It includes change control, alert monitoring and data collection as well as the typical installation, turn-up and end-site support/management. Vendor Management will be the responsibility of the Prime Contractors for eligible users who subscribe to this service option.

Service Options Included					
Service Options	Installation Support	Maintenance	Order Placement and Support SLA	Network Operations Center Access	Vendor Management Proactive Monitoring & Alerts Add, Moves & Changes Operational SLAs with training on operational tools
Rental	Yes	Yes	Yes	Yes	Optional
Lease	Yes	Yes	Yes	Yes	Optional
Purchase	No*	Optional	No	Yes	Optional

* Installation support must be paid by customer.

- 6.10.1** DMS requires an all-encompassing operational management offering that facilitates rapid and well-coordinated services. Respondents shall define expected timeframes for installation and turn-up services and how those services will be coordinated with other service providers.
- 6.10.2** DMS staff will not directly provision operational services, but they must be able to directly, or indirectly, bring about service changes, and generally manage services within this Contract. Responses must define DMS's operational role and the processes used to effect changes requested by Eligible Users. DMS must be able to evaluate its role in implementing, monitoring, troubleshooting, and adjusting end-to-end services for customers. Respondents must clearly indicate the process to be used by other eligible users to receive a change in service.
- 6.10.3** Operational service tools and reporting must allow DMS staff to exercise oversight responsibility in implementation, monitoring, troubleshooting, and adjusting of any voice system under the Vendor Management option. Operational services must provide a suite of proactive monitoring options for use by both DMS and customers. Respondents shall describe all functionality including any supporting end-to-end diagnostic capabilities. Tool functionality is critically important, therefore, Respondents must include sufficient detail to permit an accurate understanding and evaluation of these features.
- 6.10.4** Prime Contractors are to be responsible for proactively monitoring the overall health of all voice system components under the Vendor Management option. Respondents shall define how the Prime Contractor's Network Operation Center (NOC) will be implemented; a description of the proposed daily operational support functionality. This description shall define how eligible users will be provided with connectivity, tools and services; how DMS and the eligible users will be able to participate in proactive monitoring. The Prime Contractor's NOC function will act as the single point of contact for all customers when placing the initial call for assistance. There will be no limitations on the number of calls to the NOC. Responses must define the interaction between the NOC, DMS, and eligible users.
- 6.10.5** NOC helpdesk and related support services will be staffed to receive unlimited trouble calls and (critical) changes 24x7x365 for all services components. Calls will be received by an individual, not solely by an automated response system. NOC support includes a support escalation process staffed with experts readily available to address communication issues for all customers.

- 6.10.6** Costs for all NOC services such as proactive monitoring with automatic alerts, configuration support (add, move and changes), operational SLAs, tools supporting operational monitoring, and training on operational tools are to be included within the Vendor Management option fee. These operational functions/service shall be provided to support all voice service platforms and software.
- 6.10.7** DMS assumes each of the services listed in the System Technical Requirements Section are currently operating in a production environment. Respondents shall be required to demonstrate this operational management functionality within a production voice network as part of the evaluation criteria.
- 6.10.8** Prime Contractors are not directly responsible for a customer's WAN/LAN performance or PSTN issues. However the Respondent shall propose options for cooperative assistance with diagnostics supporting all performance issues.
- 6.10.9** DMS requires a customer secure accessible web interface to be used to store customer information such as contact numbers, site addresses, service and Communications Service Authorization (CSA) information, hours of operation, criteria for site access and the like. Respondents shall describe the Prime Contractor's web interface used to store customer related information. Each customer shall be able to update and view only their account information.
- 6.10.10** Trouble ticketing must be available via online access with DMS having a global view of all tickets but customer must only be able to view their tickets. Describe the capability and functionality of the proposed ticketing system. Define any limitations/restrictions on use by DMS or eligible user staff. Describe how the ticketing system interfaces with other ticketing systems that may be in use by customers.
- 6.10.11** DMS plans to offer access to operational services to eligible user staff. Therefore access to all operational tools must be web accessible using a standard web browser. Public Internet access from home 24x7x365 is required without the use of client-based VPN. Single sign-on for the entire suite of services is important. A common SUNCOM theme/web-presentation is also important. Respondents shall discuss support for access from home.
- 6.10.12** DMS requires the equivalent of Command Line Interface (CLI), graphical user interface (GUI) or Simple Network Management Protocol (SNMP) read-only access to all customer voice platforms subscribing to the Vendor Management option. This includes access to configuration, trunk and line statistics, system statistics, and any other service statistics. For evaluation purposes, Respondents shall define how this access will be provided.
- 6.10.13** A component of the suite of Daily Operations Management services is configuration management. To support customers with configuration services, DMS requires unlimited configuration changes for those sites subscribing to the Vendor Management option. Prime Contractors shall anticipate the magnitude of this configuration management effort and develop an appropriate configuration cost within the voice system configuration. This support must include all configuration matters including potentially time consuming support.
- 6.10.14** Respondents shall include a detailed description of the configuration management system to be provided for voice system components. The evaluation will consider functionality such as the number of configuration changes maintained, the ability to generate a display or report of the configuration version difference, and identify which account made the change, plus the time the change was made. Reports shall list hardware types, software versions and configurations.
- 6.10.15** Performance Tools: Performance tools are critically important to the State. Respondents are encouraged to provide a detailed description highlighting the following desired criteria.

- a. Must show graphs for each object being monitored. Must have a 5 minute, hourly, daily, weekly, and yearly graphing options.
- b. Network and application objects to be graphed shall include (at least) CPU, bandwidth, memory, latency, jitter, QoS queues, physical interface errors, server disk space, application response, and other critical events.
- c. Systems must be capable of monitoring all services (e.g., packet loss, latency, trunk utilization, jitter, MOS, etc.)
- d. In addition to the elements listed above, Respondents should highlight any distinguishing aspects of their performance tools to be considered during the evaluation.

6.10.16 DMS and eligible users shall be able to receive alerts when SLAs are not being met and tie alerts to performance credits. Respondents shall define the administrative process for providing service credits when service levels are not met. Alerts can be sent via e-mail or phone calls.

6.10.17 Prime Contractors are required to provide an escalation process covering service outages, degraded performance and failures of business processes. Respondents shall provide an organization chart complete with names, contact information and job descriptions for individuals directly involved in the escalation process. **This must include the Prime Contractor's senior technical staff able to speak authoritatively with DMS and / or the customer's technical staff on service outage details.** The escalation process shall be tiered to clearly indicate direct management reports for all individuals. If service issues are not resolved in a timely manner to the State's complete satisfaction, Prime Contractors shall agree to have their corporate sponsor (for example the Executive Vice President) address the State's concerns with DMS management. Respondents shall provide the escalation process and name the corporate sponsor.

6.10.18 Prime Contractors shall assist DMS in developing both user and operational guides. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational guide is intended to be a set of instructions for DMS and Prime contractors to work together in providing service.

6.10.19 DMS requires Prime Contractors to assist DMS staff in the development and implementation of new voice and business support services. Prime Contractors shall commit to technology refresh for the tenure of their involvement with this Contract which includes options to facilitate change via upgrades and the implementation of new features at the same discounted rate submitted for that configuration.

6.10.20 Respondents shall include a detail description all tools/reports available for DMS to assist in daily operational management activities. DMS anticipates being able to evaluate functionality, specifically to determine if tools are indeed capable of providing enough information for DMS to accurately measure the health of the service and its components.

6.10.21 In addition to the requirements listed above, Respondents should highlight any distinguishing aspects of their service to be considered during the evaluation for Daily Operational Management.

6.11 E911 Emergency Specifications

6.11.1 All voice systems associated with this contract award shall be provisioned for Private Switch (PS) Automatic Location Identification (ALI) to the station level in accordance with Florida Statute 365.175 and the Florida Emergency Communications Number E911 State Plan.

365.175 Emergency telephone number 911 private branch exchange-private switch automatic location identification. - (2) REQUIRED ALI CAPABILITY.--Each PBX system installed after January 1, 2004, must be capable of providing automatic location identification to the station level.

- 6.11.2** All voice systems shall have a capability for interconnection with a telephone company central office and a county E9-1-1 system using ISDN and Signaling System Seven. It shall be possible to dial from any station the digits 9-9-1-1 or 9-1-1 and have the call routed over an ISDN trunk along with the assigned Direct Inward Dial (DID) number of that station. It shall be possible to program the switch such that any station not having a DID number will have transmitted the DID number of a station in close proximity.
- 6.11.3** Respondents are asked to define any technology, hardware or software, which can provide the functionality to automatically detect the location of an IP station based on the MAC address and the associated port on the LAN switch. The goal is to ease administrative cost of tracking station moves and populating the E911 database. The state is seeking a technical proposal as the solution to that administrative problem. DMS is working to solve a similar problem by developing software to scan all network LAN switches and detect location of IP phones based on the MAC address and the associated ports where the phone is connected. Each LAN switch port will have a description field with a building and room number. The software is to scan the switches frequently for changes and all changes detected would be stored temporally until it can be transferred securely to the hosted voice service. The file will consist of the MAC address and location field. The hosted solution database will have each MAC address associated with a person's name and automatically populated with the new location. Finally, the host solution populates the E911 database.

6.12 Other Requirements

- 6.12.1** DMS requires access to necessary lab facilities/equipment at the desired scale to ensure a realistic test and evaluation environment. Respondents shall provide detail on DMS's options for access to the lab facilities for testing and evaluation.
- 6.12.2** Sampling, Inspection, and Testing: Upon request, the Prime Contractors shall provide a sample of each piece of contract equipment for nondestructive testing during the term of the contract. These samples will be checked for contract compliance and may be kept up to ninety (90) consecutive calendar days and thereafter returned at Prime Contractor's expense. Upon completion of the contract compliance check, DMS shall notify the contractor, in writing, of noted deficiencies. This notification will state what will be required of the contractor and/or what action will be taken by the DMS.
- 6.12.3** Technical documentation shall be provided in Standard English language for each voice system and peripherals described in the response.
- a. System Description Specification Manual(s)
 - b. Installation and Maintenance Manual(s)
 - c. Feature Description Manual(s)
 - d. Programming Manual(s)
 - e. Station and Console User Guides
 - f. Accessory Equipment Specification Manual(s)/Pamphlet(s)
 - g. Optional Equipment Specification, Manual(s)/Pamphlet(s)
 - h. Other Equipment Specification, Manual(s)/Pamphlet(s)
 - i. Specifications of equipment offered as a brand name alternate.
 - j. Specifications of surge protectors, and UL Test Results and UL Listing Report if necessary.

6.12.4 Billing

- a. Purchases: Equipment purchased on this State term contract shall be DIRECT BILLED by the Prime Contractor to a State Agency through the MyFloridaMarketPlace (MFMP) system wherever possible. Billing to other Eligible Users shall be done directly with that user. The Prime Contractor will be responsible to report ALL purchases to DMS according to the terms of this Contract.
- b. Per Licensed Station Lease / Rental: DMS expects Prime Contractors and all subcontractors to utilize SUNCOM's ordering (CSA) and billing system for all eligible users opting for lease or rental. Bills are expected down to the site and individual end-user phone number. Contractors shall provide a bill in an electronic file format (EDI) and this file shall be provided monthly in accordance with SUNCOM's billing requirements and cycle. SUNCOM requires a consolidated bill summarizing each end-user's charges plus a summary report of the SUNCOM's entire service bill. Billing files can be either fixed width, field delimited in a standard file type. SUNCOM requires EDI files in ANSI X12 811 version 4010 format with data Level 9 detail. Files shall be transmitted via file transfer protocol (FTP). The Prime Contractors and all sub-contractors shall provide a single bill for all STEPS services. SUNCOM will hold the Prime Contractors responsible for resolving any billing issues. The Prime Contractors and sub-contractors shall not bill for any individual portion of STEPS services until all components of the service are installed and accepted by DMS and end-user.

Monthly billing statements must be current. The state will not be obligated to pay for the services earlier than one billing cycle prior to the current month unless agreed upon in advance. Billing in arrears (by more than one bill cycle) is not acceptable. The state will not be obligated to pay in advance unless agreed to previously in writing.

For all bills, the bill date and invoice number must cover the same 30-day period. The billing cycle for this contract shall be a maximum of thirty-one (31) days from date of first bill. Invoices must be issued consistently (same period, same day) for each month. For all billing corrections, the prime contractors and sub-contractors shall provide automatic credits for incorrect invoices. The prime contractors and sub-contractors shall have one (1) billing cycle to confirm the disputed call as billable and re-bill.

At a minimum, each monthly bill shall provide the following information:

- a. Communication Services Authorization (CSA) number
- b. Service order numbers
- c. Account numbers
- d. Bill date
- e. Install date
- f. Bill remittance address
- g. A summary record which includes payments applied since the last monthly bill
- h. Adjustments (detailed information on all adjustments within the bill must be provided)
- i. Sub-total of current charges
- j. Net amount due
- k. Customer name
- l. Disconnect date (activity dates)
- m. Fractional billing (charge/credit from date of install/disconnect)

- 6.12.5** A contracting strategy spanning multiple years is necessary to obtain a competitive rate. However, rates can become less competitive over time. Proposals must outline how rates for the contracted services are to be kept competitive and illustrate agreement to the price reduction methodology in Section 5.13.

6.12.6 DMS requires training and related instructional services in order to maintain its expertise with communications systems, services and tools. Training sessions are for DMS staff responsible for this Contract (STEPS). The instruction must provide classes on industry topics such as VoIP, unified communications, voice security, operational tools, and the equipment utilized in STEPS. It must also cover general subjects including research on developing topics in voice communications and other network services. Classes are to be offered tuition free at the DMS facility at the Capital Circle Office Center. Instructors must possess advanced knowledge and experience in the topic they present. Respondents shall contain a proposed yearly training plan. The STEPS Contractors will be required to update the plan yearly.

6.12.7 Teaming Plan and Business Proposal: Describe the Prime Contractor and subcontractor organization and, if applicable, relationships with subsidiaries, parent corporations, and affiliates or other related companies; include organization charts and details concerning facilities that serve the Florida market. The plan must describe:

- a. Why the business proposal is the best value to the State
- b. How well the Respondent understands the needs and requirement of the State, and
- c. For the Prime Contractor and subcontractor, list the principal type of business, and the scope of work/services to be performed under this solicitation.

6.12.8 Contractor's Performance and Experience: Provide descriptions of performance within the past five years on at least three similar contracts that demonstrate the ability to successfully manage a project of this size and scope. Discuss which products or services proposed in the reply were provided and delivered to other customers (either private or public sector). Cite any important similarities or differences. Provide a client list for at most three completed, or on going, contracts over the past five years that demonstrate performance relevant to the solicitation performance requirements. The list shall include at least two points of contact (with contact name, position title, email address, phone and fax number, period of performance, and State/Federal contract number if applicable).

6.12.9 Personnel and Staffing for Daily Operational Management:

A critical facet of this Contract is Daily Operational Support and System Management. Therefore, DMS must be able to evaluate the depth of the Prime Contractor's staff and staff expertise. Respondents shall define how competence in each of the proposed service areas will be assured. To facilitate a simple comparison between staffing levels for the competing responses, Respondents are to provide a staffing table in response to "A" and one in response to "B" below. The tables must include the number of staff expected to participate in the management and technical teams. Table entries shall be as descriptive as possible including fields such as experience level and function (duty or role). The goal is to provide the evaluators with a total staffing picture for this Contract (STEPS) by Full Time Equivalent (FTE).

Each table shall be constructed to allow evaluators to determine which FTEs are allocated to this Contract for at least 25% of the work week, and which are allocated below that level. Tables shall indicate the distinction between the installation phase and those proposed for the life of the contract.

- a. List members and include resumes of the management team that will be used to support all key components of this solicitation, and describe each person's level of experience in managing services for other projects similar to this Contract. List the extent and percentage of hours that all key staff will be allocated to the performance of work under this solicitation.
- b. List members and include resumes of the technical team that will be used to support all key components of this solicitation, and describe each person's level of experience in providing technical services for other projects similar to this Contract. List the extent and percentage of hours that all key staff will be allocated to the performance of work under this solicitation.
- c. Describe how that staffing plan recognizes the scope and complexity of the STEPS Enterprise requirements.

6.12.10 Project Management Plan and Staff:

- a. Describe in detail the Prime Contractor's proposed project management plan and methodology including but not limited to timelines and activities as it relates to this solicitation.
- b. Include resumes of the lead Program Manager and other key staff that are proposed to work on this Contract. Include information outlining their roles, management responsibilities, qualifications (licenses, certificates, technical courses, company training), and work experience with emphasis on their area of expertise as it relates to this solicitation.
- c. Project Managers (PM) shall perform their duties under general supervision and are responsible for all aspects of the project for the life of the project. PM shall possess the ability to lead and direct cross-functional teams to deliver projects within the constraints of schedule, budget and resources. PM shall demonstrate sufficient knowledge and experience to appropriately apply a methodology to projects that have reasonably well-defined project requirements and deliverables. PM shall have experience using Microsoft Project and shall keep all projects updated frequently and accurately allowing DMS to track the overall status of the project. An example of a project is the installation of a voice system up to its completion date. Failure to accurately update a project plan shall violate an SLA in Attachment 4.

6.13 Miscellaneous Clarifications and Conditions

The State is not soliciting an individual reply to this Section. Respondents shall only include a statement indicating they have read, understood and will comply with the stipulations listed below.

- 6.13.1** There will be no cost to the State for any software upgrade for any voice system component under maintenance during the life of the contract.
- 6.13.2** Cost must not increase for any voice service component for the life of the contract.
- 6.13.3** All voice systems offered under this contract shall be capable of being upgraded to utilize VoIP as a protocol on BOTH the line and trunk side.
- 6.13.4** Under no circumstance shall any contractor directly rent, lease, or manage any voice system component under the awarded contract without an authorizing CSA form (COM Form 9001) issued to the Prime contractor(s) by DMS. Any changes affecting billing such as additions, deletions, and modifications to the customer's account and/or system facilities or equipment will be made solely on information contained on a properly executed CSA. The awarded prime contractor(s), and any subcontractors shall utilize the Automated Online CSA system to obtain payment for service. CSAs shall be issued to all contractors using the Automated Online CSA system. Please refer to the following URL for additional information <http://fvrs.state.fl.us/onlinecsa/app/homepage>. A Sample CSA is provided in Attachment 7.
- 6.13.5** Prime Contractors must participate in purchase, lease and rental to be considered in the evaluation.
- 6.13.6** Eligible users receive title to leased equipment after the lease period. Customers may continue maintenance and managed services after the lease period has expired under the same terms and conditions of any STC resulting from this ITN..
- 6.13.7** All expired rental term periods shall automatically become month-to-month rental Agreement
- 6.13.8** Voice system software and hardware provided as part of the basic configuration and all additional customer add-on features can be enabled on the voice switch as part of the standard monthly configuration management cost; costs will not be assessed on a feature by feature basis.

- 6.13.9** Criminal records checks will be required for individuals with access to sensitive areas and information.
- 6.13.10** DMS engineering staff will receive full design and engineering support from the Prime Contractors for all engineering and design matters throughout the life of the contract. A critical component will be monthly engineering meetings to discuss the overall service. While there will be discussions of current and future services to the customers, these meetings are not sales meetings. Discussions will be held at the DMS office and will require appropriate engineering staff in attendance.
- 6.13.11** The Prime Contractors and any subcontractors through and at the direction of DMS will market this Contract's (STEPS) portfolio of services to all eligible users, in collaboration with DMS. Marketing initiatives shall always refer to the State Contract Number when marketing the portfolio of services resulting from this Contract. All publications and press releases must be approved by the DMS Contract Manager, IN WRITING, prior to release.
- 6.13.12** The STEPS Prime Contractor(s) shall designate an account manager to act as the single point of contact for all DMS issues.
- 6.13.13** All voice system components and operational tools must be ADA compliant as mandated by the FCC Section 508
- 6.13.14** This contract shall not be used to purchase infrastructure cabling system for either inside or outside wiring.
- 6.13.15** This contract shall not have any service component provide long distance or toll-free 800 services. Long distance and 800 services shall not be bundled to enhance the overall service in this contract.
- 6.13.16** There shall be no extra charges for performing work outside of the normal 8 AM to 5 PM time period (after-hours) for maintenance agreement and management option under rental, lease, and purchase.
- 6.13.17** The Contractor is required to pay for State personnel to participate in training class, technology applications visits, conferences, user group meetings and the like. This training will include travel, lodging, meals, and registration fees, etc. This activity will address voice and network related topics. The formula to determine the amount of funding required of each Prime Contractor is as follows; for every dollar of business ordered through this contract, each Prime Contractor will provide 2% for training per year. The annual cost will be capped at \$25,000 per Prime Contractor. Any unused balance shall be paid to the State if not used at the end of the fiscal year.
- 6.13.18** If at any time during the life of the contract (including any contract extensions) any Prime Contractor offers a lower service cost to any customer within the state of Florida, or any similarly situated customer within the United States, the applicable Prime Contractor shall provide that same cost to DMS regardless of the price reduction methodology detailed in Section 5.13. The new rate shall be retroactively applied to this contract; effective on the date it was offered to the other customer.
- 6.13.19** All Prime Contractor's must agree to the terms, conditions and provisions as described in the Florida Administrative Code (F.A.C.) Rules 60FF and provide services in accordance with and adherence to these Rules. <https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff>

6.14 E-Rate

Respondents shall contain the E-rate provider identification number and provide evidence the Respondent is eligible within the Universal Service Fund (USF) program. Respondents are required to take all appropriate action to maintain their eligibility as a provider within the USF program. (See [HTTP://www.universalservice.org](http://www.universalservice.org).) The service provider shall assist the State with expertise on rules and processes related to Universal Service matters. The State will not hold Respondents responsible for a lapse of eligibility if there are circumstances beyond their reasonable control. Respondents shall submit draft language accepting liability equivalent to the State's actual loss if their USF ineligibility is due to circumstances within their reasonable control. In the negotiation phase, the Respondent will be required to accept liquidated damages in the event they become ineligible as a USF provider.

6.15 Cost related and Required Responses

DMS must be able to understand how all service components and maintenance pricing was derived in order to calculate future pricing when a new piece of hardware or software is released. Pricing parameters such as Rental, Lease factors and Purchase percentage discounts (for voice systems and maintenance) off of a manufacturer's OEM standard purchase offering or vendor's published MSRP list will permit the State to maintain a consistently priced contract.

All percentage discounts or other derived factors used for voice hardware and software calculations must be the same for each product or service within a configuration.

For example, if a 45% discount is proposed for one particular voice system (hardware & software), then the same percentage must apply to all items and services within that configuration. Monthly costs and percentage discounts must be good for the life of the contract unless reduced according to Section 5.13. The State requires a listing of an actual catalog or "parts list" of the manufacturer's OEM standard purchase offering or vendor's published MSRP list for each voice system configuration and corresponding maintenance.

Responses to the section items below are for informational purposes to support future pricing and are not evaluated. Respondents are required to respond to each question below.

6.15.1 System Purchase: Describe with one example (actual numbers used) the methodology used to derive the systems purchase cost proposed in Attachments 1 and 2. If any, provide a percentage discount off of the manufacturer's OEM's standard purchase offering or a vendor's published MSRP list of Customer Premise Equipment (CPE).

6.15.2 System Lease: Describe with one example (actual numbers used) the methodology used to derive the monthly lease cost proposed in Attachments 1 and 2. Illustrate formulas using factors such as manufacturer's MSRP list price, percentage discount, any lease factors or other elements used to derive lease costs. For example, if a lease factor has been used, then list that lease factor in your calculations. Keep in mind that systems lease must include all fees and charges including monthly management and maintenance.

6.15.3 System Rental: Describe with one example (actual numbers used) the methodology used to derive the rental cost proposed in Attachments 1 and 2. Illustrate formulas using factors such as manufacturer's MSRP or vendor published list price, percentage discount, any rental factors or other elements used to derive rental costs. For example, if a rental factor has been used, then list that rental factor in your calculations. Keep in mind that all rentals must include all system fees plus monthly management and maintenance.

6.15.4 System "Maintenance Only" for "Purchased Systems": Describe with one example (actual numbers used) the methodology used to derive system maintenance cost proposed in Attachments 1 and 2. It should be understood this is yearly maintenance cost only.

6.15.5 Pricing on the worksheets should include all surcharges, taxes and fees utilizing the posting date of the ITN. Responders shall provide an explanation of all surcharges, taxes and fees including a distinction between those which are variable and fixed. After authorization by DMS, cost adjustments will be permitted for new or modified federally mandated surcharges, taxes or fees. Adjustments will permit the Responders to pass through charges, but Respondents shall not be permitted to include any markup on top of those fees.

7.0 ATTACHMENTS

ATTACHMENT 1	HYBRID VOICE PRICE SHEETS
ATTACHMENT 2	IP VOICE PRICE SHEETS
ATTACHMENT 3	DETAILED EQUIPMENT LIST
ATTACHMENT 4	SLAS
ATTACHMENT 5	EVALUATION SCORE SHEET
ATTACHMENT 6	EVALUATORS INSTRUCTIONS
ATTACHMENT 7	CSA SAMPLE
ATTACHMENT 8	MASTER EVALUATION WORKSHEETS
ATTACHMENT 9	ORDERING INSTRUCTIONS
ATTACHMENT 10	CERTIFICATION OF DRUG-FREE WORKPLACE
ATTACHMENT 11	INVOICING REQUIREMENTS MyFloridaMarketPlace (MFMP)
ATTACHMENT 12	REVERSE AUCTION TERMS AND CONDITIONS
ATTACHMENT 13	REFERENCES TEMPLATE
ATTACHMENT 14	PER STATION LEASE - RENTAL PROVISIONS

CONTRACT

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- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

By: Linda H. South, Secretary

Date

Contractor Name: 3Com Corp
Street Address or P.O. Box: 350 Campus Dr.
City, State, Zip: Marlboro, MA 01752

(Seal)

Company: 3Com Corp

By: [Signature]

Date

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M Croxson

Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Airtight Networks (Seal)
Street Address or P.O. Box: 337 N. Bernville St. 200
City, State, Zip: Mt. View, CA 94043

Company: Airtight Networks, Inc
Me Shamski 9/3/2008
By: Date

Contractor
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M Croser
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Alcatel USA Marketing, Inc.
Street Address or P.O. Box: 3400 West Plano Parkway
City, State, Zip: Plano, TX 75075

(Seal)

Company: Alcatel USA Marketing, Inc.
[Signature] 9-02-08
By: Date

Director of Contract Management

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser
Sept. 8, 2008

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State of Florida; Department of Management Services

By: Linda H. South, Secretary 9/8/08 Date

Contractor Name: ALTERNATIVE TECHNOLOGY (Seal)
Street Address or P.O. Box: 2A INVERNESS PLACE BTH.
City, State, Zip: EDULEWOOD, CO 80112

Company: ALTERNATIVE TECHNOLOGY
By: [Signature] 9/2/08 Date

VP BUSINESS DEVELOPMENT STRATEGIES
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Crosier
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

Linda H. South 9/5/08
By: Linda H. South, Secretary Date

Contractor Name: APC
Street Address or P.O. Box: 132 Fairgrounds Rd
City, State, Zip: West Kingston, RI 02892

(Seal)

Company: APC

VP Sales Operations 9/2/08
By: Date

VP Sales Operations
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara D. Crozier
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Aruba Networks, Inc. (Seal)
Street Address or P.O. Box: 1344 Crossman Ave.
City, State, Zip: Sunnyvale, CA 94089

Company: *Alexa King* 9/3/08
By: Alexa King Date
General Counsel

Title
Approved as to form and legality
by the Department General Counsel's Office:

Barbara M Croser
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

Linda H. South for 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Carahsoft Technology Corp
Street Address or P.O. Box: 12369 Sunrise Valley Dr Ste D2 (Seal)
City, State, Zip: Reston, VA 20191

Company: Carahsoft Technology Corp.

Scott Noble 9/11/08
By: Date

Vice President

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser

Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Ceptera, LLC
Street Address or P.O. Box: PO Box 871212
City, State, Zip: Stone Mountain, GA. 30087-1212

(Seal)

Company: _____

Yen Gung 8/29/2008
By: _____ Date

Managing Member/CEO
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Crozier
Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Check Point Software Technologies (Seal)
Street Address or P.O. Box: 800 Bridge Parkway
City, State, Zip: Redwood City, CA 94065

Company: Check Point Software Technologies

Ricardo Ponce 9/3/08
By: *Ricardo Ponce* Date

Area Manager
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser
Sept. 8 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Cisco Systems, Inc
Street Address or P.O. Box: 170 West Tasman Dr
City, State, Zip: San Jose, CA 95134

(Seal)

Company: Cisco Systems, Inc.

Dana Giampetroni
By: Dana Giampetroni

September 5, 2008
Date

Director of Finance, Public Sector
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barkun M. Chasen
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

By: *Linda H. South* Date 9/8/08
By: Linda H. South, Secretary

Contractor Name: Compellent Technologies, Inc.
Street Address or P.O. Box: 7625 Smetana Lane
City, State, Zip: Eden Prairie MN 55344

(Seal)

Company: Compellent Technologies, Inc.
By: *Michael J. Beach* Date 9/3/2008
By: Michael J. Beach

VP, Sales Operations
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser
Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Dell Marketing, LP
Street Address or P.O. Box: One Dell Way, Box RR8-07
City, State, Zip: Round Rock, TX 78682

(Seal)

Company: Dell Marketing LP

Shirley Beane 9/2/08
By: Date

Sr. Contracts Consultant

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Crozier
Sept. 2, 2008

CONTRACT

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- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: EMC Corporation
Street Address or P.O. Box: 89 Farrier Lane
City, State, Zip: Crawfordville, FL 32327

(Seal)

Company: EMC CORPORATION
John Van Buren 9/3/08
By: JOHN VAN BUREN Date

District Manager
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara McCosker
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

By: Linda H. South Secretary 9/8/08 Date

Contractor Name: Enterasys Networks, Inc
Street Address or P.O. Box: 50 Minuteman Rd
City, State, Zip: Andover, MA 01810

(Seal)

Company: Enterasys Networks, Inc.

By: [Signature] 9-3-08 Date

DIRECTOR - SALES OPERATIONS
Title

Approved as to form and legality
by the Department General Counsel's Office:

[Signature]

Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South *9/8/08*
By: Linda H. South, Secretary Date

Contractor Name: Extreme Networks, Inc.
Street Address or P.O. Box: 3585 Monroe Street
City, State, Zip: Santa Clara CA 95051

(Seal)

Company: Extreme Networks, Inc.

[Signature] *9/3/08*
By: Date



VP & CONTROLLER

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser

Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Fortinet, Inc
Street Address or P.O. Box: 301 Moss Ct
City, State, Zip: Woodstock, GA 30188

(Seal)

Company: Fortinet, Inc.

John Whittle 9/4/08
By: John Whittle Date

Vice President, General Counsel

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara McCroskey
Sept. 8, 2008



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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Foundry Networks, Inc (Seal)
Street Address or P.O. Box: 4480 Great American Pkwy
City, State, Zip: Santa Clara, CA 95054

Company: Foundry Networks, Inc.
Daniel W. Lopez 8/29/08
By: Date

CFo
Title
Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Caserio
Sept. 8, 2008

CONTRACT

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State of Florida; Department of Management Services

By: Linda H. South Secretary Date 9/8/08

Contractor Name: Fujitsu Computer Systems, Corp. (Seal)
Street Address or P.O. Box: 1250 E. Arquez Ave MS604
City, State, Zip: Sunnyvale, CA 94085

Company: Fujitsu Computer Systems Corp.

By: [Signature] Date 9/3/08

Title Executive Vice President

Approved as to form and legality
by the Department General Counsel's Office:

[Signature]

Sept. 8, 2008

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State of Florida; Department of Management Services

By: Linda H. South 9/5/08
Secretary Date

Contractor Name: Hayes e-Government Resources, Inc. dba Hayes (Seal)
Street Address or P.O. Box: 2473 Care Drive, Suite 201
City, State, Zip: Tallahassee, FL 32308

Company: Hayes

By: Karen H. Martinoff 9/2/08
Karen H. Martinoff Date

CEO/President

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Casier
Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Hewlett-Packard Company (Seal)
Street Address or P.O. Box: 2425 Tall Timbers Trail
City, State, Zip: Marietta, GA 30066

Company: Hewlett-Packard Company

James P. Bush September 2, 2008
By: Date
Contract Manager
Title

Approved as to form and legality
by the Department General Counsel's Office: *Barbara M. Crosier*
Sept. 8, 2008

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State of Florida; Department of Management Services

By: Linda H. South 9/8/08
Date

Contractor Name: IBM Corporation (Seal)
Street Address or P.O. Box: 1650 Summit Lake Dr
City, State, Zip: Tallahassee, FL 32317

Company: IBM Corporation

By: [Signature] September 2, 2008
Date

Client Executive

Title

Approved as to form and legality

by the Department General Counsel's Office:

Barbara M. Croser
Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: immix Technology, Inc (Seal)
Street Address or P.O. Box: 8444 Westpark Dr., Ste 200
City, State, Zip: McLean, VA 22102

Company: IMMIX TECHNOLOGY, INC

Scott Needleman 9/29/08
By: SCOTT NEEDLEMAN Date

VP
Title

Approved as to form and legality
by the Department General Counsel's Office:

Laibara McCrosier

Sept. 8, 2008

CONTRACT

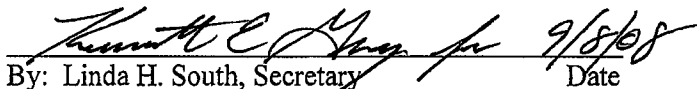
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State of Florida; Department of Management Services

By:  9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Insight Public Sector, Inc.
Street Address or P.O. Box: 105 W. Fifth Avenue
City, State, Zip: Tallahassee, F: 32303

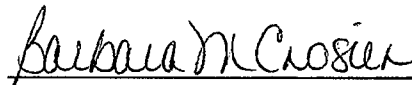
(Seal)

Company: Insight Public Sector, Inc.

By:  8/29/08
By: Date

Vice President
Title

Approved as to form and legality
by the Department General Counsel's Office:


Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Juniper Networks, Inc (Seal)
Street Address or P.O. Box: 1194 N. M. Alhilda Avenue
City, State, Zip: Sunnyvale, CA 94089

Company: Juniper Networks, Inc
Allen Lo Sept. 4, 2008
By: ALLEN LO Date

Juniper Networks, Inc.
Legal Department
Patricia Crocker Sept. 4, 2008
Approved As To Form

Vice President
Title

Approved as to form and legality
by the Department General Counsel's Office:

Brian M. Crocker
Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Network Appliance, Inc (Seal)
Street Address or P.O. Box: 8405 Greensboro Dr, Ste 1000
City, State, Zip: McLean, VA 22102

Company: NetApp Inc.

Mark A. Crossin 9/3/08
By: Date

Business Manager
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Crossin
Sept. 8 2008

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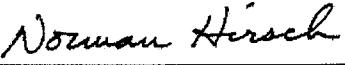
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State of Florida; Department of Management Services

By:  9/8/08
Date

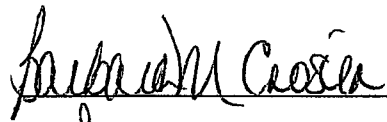
Contractor Name: NH&A, LLC
Street Address or P.O. Box: 790 Juno Ocean Walk, Ste 502-C (Seal)
City, State, Zip: North Palm Beach, FL 33408

Company: NH&A, LLC

By:  8/29/08
Date

Managing Member & CEO _____
Title

Approved as to form and legality
by the Department General Counsel's Office:


Sept. 8, 2008

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State of Florida; Department of Management Services

Linda H. South 9/2/08
By: Linda H. South, Secretary Date

Contractor Name: NORTEL
Street Address or P.O. Box: 622 Emerson Rd
City, State, Zip: ST. LOUIS, MO 63141

(Seal)

Company: NORTEL
Jim Duke 9-2-08
By: Date

VICE PRESIDENT
Title
Approved as to form and legality
by the Department General Counsel's Office:

Barbara McCoslin
Sept. 2, 2008

CONTRACT

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- This document, including Price Sheets, approved Product Updates, etc.
- Certification Letter Dated Aug. 7, 2008
- Contractor's bid, ITN Addendums, Amendments, Negotiation Sessions
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

By: Linda H. South for 9/8/08
Secretary Date

Contractor Name: PRESIDIO
Street Address or P.O. Box: 7601 Ora Glen Dr Ste 100
City, State, Zip: Greenbelt MD 20770

(Seal)

Company: Presidio Networked Solutions Inc.

By: Jackie Arnett 9-4-2008
Date

Executive Director

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser

Sept 8, 2008

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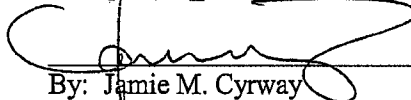
State of Florida; Department of Management Services


By: Linda H. South, Secretary Date

Contractor Name: Promark Technology, Inc _____
Street Address or P.O. Box: 10900 PumpHouse Rd, Ste B
City, State, Zip: Annapolis Junction, MD 20701 _____

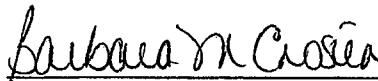
(Seal)

Company: Promark Technology, Inc _____

 9/2/2008
By: Jamie M. Cyrway Date

Title

Approved as to form and legality
by the Department General Counsel's Office:


Sept. 8, 2008

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Contractor's bid, ITN Addendums, Amendments, Negotiation Sessions
Technical Specifications
Special Instructions
Special Conditions
General Instruction to Respondents (PUR 1001)
General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services


By: Linda H. South, Secretary Date

Contractor Name: Sun Microsystems, Inc.
Street Address or P.O. Box: 2039 Centre Pointe Blvd Suite 204
City, State, Zip: Tallahassee, FL 32308

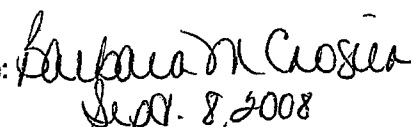
(Seal)

Company: Sun Microsystems, Inc.

Cahba Kingwood
By:  September 2, 2008
Date

Regional Executive, Southeast US Government, Education & Healthcare
Title

Approved as to form and legality

by the Department General Counsel's Office: 
Sept. 8, 2008

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- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

Linda H. South for 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Trippe Manufacturing Co
Street Address or P.O. Box: 1111 W 35th St
City, State, Zip: Chicago, IL 60609

(Seal)

Company: Trippe Manufacturing Company
Charles A. Fay 9/2/08
By: Date

CFO

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Crozier

Sept. 8, 2008

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- Attachment 1 Table of Certifications
- Contractor's bid, ITN Addendums, Amendments, Negotiation Sessions
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

Linda H. South 9/8/08
By: Linda H. South, Secretary Date

Contractor Name: Unisys Corporation
Street Address or P.O. Box: 2282 Killbuck Center Blvd., Suite D
City, State, Zip: Tallahassee, FL 32309

(Seal)

Company: Unisys Corporation

C. Kenneth Jones 9/3/08
By: Date

Contract Manager
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croser
Sept. 8, 2008

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- General Contract Conditions (PUR 1000)

State of Florida; Department of Management Services

By: Linda H. South Secretary Date 9/8/08

Contractor Name: Doug Moore
Street Address or P.O. Box: 1055 Thomas Jefferson St. NW (Seal)
City, State, Zip: Washington DC 20007

Company: VION Corporation
By: [Signature] Date 9/2/08

Executive Vice President
Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Caserio

Sept. 8, 2008

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State of Florida; Department of Management Services

By: *Linda H. South* Date 9/8/08

Contractor Name: Xitech Corporation
Street Address or P.O. Box: 6455 Flying Cloud Dr
City, State, Zip: Eden Prairie, MN 55344

(Seal)

Company: Xitech Corporation
By: *David McCreary* Date 9/2/08
CFO

Title

Approved as to form and legality
by the Department General Counsel's Office:

Barbara M. Croston
Sept. 8, 2008



INVITATION TO NEGOTIATE (ITN)

FOR

IT HARDWARE

NETWORKING INFRASTRUCTURE

ITN No. 17-250-000-Y

ITN ISSUE DATE: 5-6-2008

ELECTRONIC RESPONSES DUE: 6-19-2008 BY 2:00PM EASTERN TIME

**REFER ALL INQUIRES TO:
MARK FOSS
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
BUREAU OF TECHNOLOGY PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399**

1.0 INTRODUCTION

- 1.1 PURPOSE.
- 1.2 OVERVIEW
- 1.3 CONTACT
- 1.4 LOBBYING
- 1.5 EVENT TIMELINE

The State of Florida, Department of Management Services, Division of State Purchasing invites qualified Respondents to submit proposals in accordance with these solicitation documents.

1.1 Purpose.

This ITN shall establish a procurement vehicle for the purchase of "best-in-class" equipment (i.e., the best value IT equipment and related services while maintaining or exceeding current service and quality levels) for all State authorized purchasers.

The purpose of this solicitation is to establish a thirty-six (36) month State Term Contract for the purchase of Information Technology Hardware in the following listed categories:

Category	Description
1	Servers, Terminals, ThinClients
2	LAN / WAN Infrastructure Equipment
3	Firewalls, VPNs
4	Storage, Tape, Virtual Tape Infrastructure
5	UPS, Surge Suppression, Batteries

The contract term is anticipated to begin prior to August 1, 2008. The State's MyFloridaMarketPlace eProcurement system (the "MFMP System", "MFMP") will be used to conduct this competitive event. The estimated annual spend on this contract is in excess of \$105 million. This estimate is supplied as a guide for preparing responses and should not be construed as representing actual sales, nor a guarantee to the awardee(s).

The State intends that the awarded respondent(s) in each Category shall furnish quality Information Technology (IT) products and related services at the lowest price available, in a timely, and efficient manner. Inside delivery locations will be Statewide, from border to border. Purchases from this Contract will be made by both State Agencies and Other Eligible Users (OEU's).

Items excluded from this ITN and any contract resulting from this ITN are:

- Telephony Equipment
- PCs, Laptops, Monitors, and Printers (Production / Workstation)
- Other office technology equipment (copiers, radios, facsimile machines, calculators, paper shredders, typewriters, scanners, multifunctional devices etc.)
- IT professional and consulting services (except training included with purchase)
- IT application and database software (unless it is integral to the operation of the equipment to be purchased and included at no additional charge).

1.2 Overview

Respondents may submit responses to more than one category.

State Agencies and Others Eligible Users (OEU's) will have the opportunity to purchase items from a category, and purchase upgrades or downgrades based on options upon which respondents have quoted within that category. For example, if there is an Eligible Users who is purchasing an item within the Server Category for "Blades", but he/she needs a larger hard drive, that user would purchase the item (listed in that category) and select from various

“upgrade options” for the hard drive. The “optional upgrade” would be purchased using the price discounts quoted in the “Pricing Spreadsheets” in Attachment 1.

The State anticipates that the majority of purchases will fall within the scope of these five (5) categories as well as through selected equipment / service options that fall within each category

As technology changes, the State expects to update the products within the categories periodically. We estimate that this may take place approximately every six (6) months to twelve (12) months. The awarded respondent(s) will be expected to support this effort and to maintain consistent price discounts on any new or replacement equipment throughout the life of the contract. If, in the opinion of the State, discount levels are not maintained (as original or better), the State, at its sole discretion, may terminate the Agreement with the Awardee.

1.3 Contact.

The Procurement Official at the State of Florida, Department of Management Services - Division of State Purchasing is listed below. All inquiries and questions must be directed to only this person, unless otherwise identified in this ITN or changed by addendum to this ITN.

Oral communications directly with department officers and employees concerning this ITN are prohibited. Respondents should only rely on written statements issued by the Procurement Official.

The primary contact for this solicitation is:

Mark Foss
Lead Purchasing Analyst, IT Technology Team
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Mark.foss@dms.myflorida.com

1.4 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Manufacturer (Contractor) may not lobby this Department, the legislature, the executive branch, or any other State Agency relating to any aspect of this ITN during the procurement process. Violation of this restriction can be cause for disqualification from the procurement process.

1.5 Event Timeline.

The following timeline applies to this solicitation:

Event	Time (EDT)	Date
ITN Release	2:00 PM	6-May-08
MyFloridaMarketPlace (MFMP) Training (Not Mandatory)	2:00 PM	8-May-08
Pre-Bid Conference (Not Mandatory) Room 152, Betty Easley Conference Center 4075 Esplanade Way, Tallahassee, FL 32399	2:00 PM	14-May-08
Deadline for Questions Submitted via the Q&A Board within MyFloridaMarketPlace	2:00 PM	20-May-08
Answers to Respondents Questions Posted	2:00 PM	29-May-08
ITN Submission Deadline	2:00 PM	19-Jun-08
Evaluation		June 19 thru July 7 - 08
Evaluation Scoring Session	2:00 PM	7-Jul-08
Electronic Posting of Promotion to Stage 2 (Pricing and Negotiation)	2:00 PM	8-Jul-08
Final Pricing and Negotiation (if required)		July 8 thru July 22- 08
Posting of Intent to Award	2:00 PM	22-Jul-08
Contract Start Date		1-Aug-08

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TABLE ON THIS PAGE.

The MyFloridaMarketPlace (MFMP) Sourcing Tool's time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR BID AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR BID.

2.0 GENERAL INSTRUCTIONS TO RESPONDENTS, PUR 1001

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENTS REPRESENTATION AND AUTHORIZATIONS**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS / REVISIONS**
- 2.16 MINOR IRREGULARITIES / RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATIONS ON VENDOR CONTACT DURING SOLICITATION PERIOD**

2.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- b. "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- c. "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- d. "Response" means the material submitted by the respondent in answering the solicitation.
- e. "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses.

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally;
- an electronic signature on any form or section specifically calling for a signature; and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions.

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications
- Special Conditions and Instructions
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000) and
- Introductory Materials

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions.

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 2.19 of these Instructions.

2.6 Conflict of Interest.

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- a. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- d. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- f. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- g. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - i. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - ii. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- h. The product offered by the respondent will conform to the specifications without exception.
- i. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- j. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- k. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- l. The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- m. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications.

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award.

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of

protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response.

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions.

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject.

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation.

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap.

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records.

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests.

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3) (b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3) (a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

- 3.1 ADDITIONAL DEFINITIONS**
- 3.2 SOURCING TOOL TRAINING**
- 3.3 SOURCING TOOL TIPS**
- 3.4 EMAIL NOTIFICATION**
- 3.5 ORDER OF PRECEDENCE**
- 3.6 MINIMUM QUALIFICATIONS**
- 3.7 SUBMITTAL OF RESPONSE**
- 3.8 ALTERNATE RESPONSES**
- 3.9 AMENDMENTS TO THE ITN**
- 3.10 INITIAL DETERMINATION OF RESPONSIVENESS**
- 3.11 ORDERING INSTRUCTIONS / CONTACT INFORMATION**
- 3.12 EVALUATION CRITERIA**
- 3.13 BASIS FOR AWARD / PROMOTION**
- 3.14 SPECIAL ACCOMODATION**
- 3.15 ELIGIBLE EQUIPMENT**
- 3.16 TECHNICAL DOCUMENTATION**
- 3.17 ELECTRONIC POSTING OF RANKING OF RESPONDENTS**
- 3.18 NEGOTIATIONS**
- 3.19 STATE OBJECTIVES**

3.1 Additional Definitions.

The definitions ascribed in Section 2.1 shall apply to this Section. As used in this Section, the following terms shall have the meaning ascribed below:

- a. "Authorized Dealer" means an agent/reseller/dealer/subcontractor authorized by the Manufacturer, in writing, to provide equipment and/or services under the DIRECT SUPERVISION of the Manufacturer.
- b. "Customer" means the State agency or Other Eligible User (OEU) that can order products or subscribe to services from this Contract.
- c. "Initial Pricing" means the pricing spreadsheet(s) in Attachment 1 that shall be submitted by the Respondent into the MFMP Sourcing Tool (see definition below) along with the original proposal submission. These spreadsheets shall contain all of the MSRP prices for EACH ITEM WITHIN A CATEGORY proposed by the Respondent; along with a discount percent (%) that will apply to items (product or service) within that proposed configuration and show a final "State of Florida Price" per item.
- d. "Green Products" are environmentally preferable products that meet one or more of the green labels / standards approved by the State of Florida (refer to http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/florida_climate_friendly_products_list for a listing of the State of Florida approved green labels / standards (e.g., Energy Star, EPEAT, Green Seal) that can be used to identify green products.
- e. "Manufacturer" means the entity that holds the trademark in the identified brand name.

THROUGHOUT THIS DOCUMENT, THE TERMS MANUFACTURER, RESPONDENT, AND CONTRACTOR, MAY BE INTERCHANGED.
- f. "Manufacturer's Suggested Retail Price" (MSRP) means the most recently published undiscounted price. This "retail" (list) price is available to the "average" customer from the manufacturer. This price is normally shown on the vendor's website routinely accessed by the general public.

3.2 Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). Training materials can be found at:

http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Copy link and paste in to web browser to access site!

Download and review the document titled RFP Event User Guide.

- a. For all technical questions about the Sourcing Tool, vendors should contact the MyFloridaMarketPlace Customer Service Desk at (866) FLA-EPRO or vendorhelp@myfloridamarketplace.com.
- b. For additional information / assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at following link:
https://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. OnDemand web-based Sourcing Tool training link
- c. WinZip FAQs
- d. Vendor FAQs

3.2.1 MFMP Sourcing Tool Training for Respondents

An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITN is scheduled on the date indicated on the Timeline at 2:00PM EST. The Conference Call number is (888) 808-6959. Conference Code 4881086.

Please go to:

http://marketplace.myflorida.com/vendor/vendor_solicitation/rfp_event_user_guide.pps and review the vendor training link and download the document titled **Contractor Training_ITN.ppt**. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another vehicle to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot make the Optional training conference call or want additional guidance. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

3.3 Sourcing Tool Tips

When working in the Sourcing Tool, be aware of the thirty (30) minute time-out function (with a two (2) minute warning in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries (since last saved) are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your bid responses. The SAVE button **does not transmit your bid response to the State**. In order to transmit your bid response to the State, you must click the **SUBMIT** button on the SUMMARY page of the bid response.

After clicking the SUBMIT button, it is your responsibility to check your submitted bid response within the Sourcing Tool to verify that your response is accurately and completely captured within the Sourcing Tool. You must do this while there is time remaining in the response period in case you discover an error and need to resubmit a revised bid response.

To validate your bid response, you should do the following before the bidding period ends:

- a. Go to the "My Bids / My Responses" tab within Sourcing Tool after you submitted your bid response
- b. Click on the Bid ID number of your last submitted bid response
- c. Review entire bid response to make sure all responses are complete, accurate and as you intended to submit.

Minimum areas to check are:

- ✓ Text boxes - Is your entire answer viewable?

- ✓ Yes/No questions - Is the displayed answer correct?
- ✓ All uploaded document files / scanned documents - Can you open attached document and clearly view entire content?
- ✓ Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?
- ✓ Pricing Information - Are all prices you intended to submit visible and accurately captured within Sourcing Tool?

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR BID AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR BID.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TIMELINE (SECTION 1.5) OF THIS ITN.

The MyFloridaMarketPlace (MFMP) Sourcing Tool's time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments

3.4 Email Notification

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that respondents will receive, email notifications concerning any posting, amendment or close of solicitations (ITNs).

Vendors are responsible to check the Sourcing Tool and / or the Vendor Bid System for information and updates concerning solicitations.

3.5 Order of Precedence

Qualified Respondents to this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly.

All responses are subject to the terms of the following sections of this ITN, which, in case of conflict, shall have the order of precedence listed:

- a. Technical Specifications
- b. Pricing Worksheets
- c. Special Instructions to Respondents
- d. Special Contract Conditions
- e. General Instructions to Respondents (PUR 1001)
- f. General Contract Conditions (PUR 1000)
- g. Introduction
- h. Attachments / Forms

3.6 Minimum Qualifications to Respond

The Department will accept Responses from responsible vendors that are in good standing with the State of Florida, meet the technical specifications, possess E-Rate eligibility where

applicable; and possess the financial capability, experience, and personnel resources to provide equipment and services of the scope and breadth described in this ITN.

Respondents not meeting the minimum qualifications below will be deemed non-responsive and will not be considered for promotion (advancement) to Stage Two of the evaluation, or any subsequent contract award.

To be minimally qualified:

- a. The equipment proposed shall be an "Eligible Brand" as noted in each category / subcategory. "Eligible Brands" are those recognized by Gartner Group as technology leaders and are listed (by Gartner) in their "Magic Quadrants", Server (Scorecard) Evaluation Models (SEMs), or "MarketScopes" research documents.
- b. The Respondent must be fully capable of Electronic Invoicing through MyFloridaMarketPlace. See Attachment 2 - MyFloridaMarketPlace Electronic Invoicing Requirements for details.

3.6.1 E-Rate

All Responses shall contain the E-rate provider identification number and provide evidence the Respondent is eligible within the Universal Service Fund (USF) program in order to sell E-Rate eligible equipment (where applicable). Respondents are required to take all appropriate action to maintain their eligibility as a provider within the USF program. (See [HTTP://www.universalservice.org](http://www.universalservice.org).) The Contractor shall assist the State with expertise on rules and processes related to Universal Service matters. The State will not hold Respondents responsible for a lapse of eligibility if there are circumstances beyond the Respondent's reasonable control. Respondents shall submit draft language accepting liability equivalent to the State's actual loss (liquidated damages) if their USF ineligibility is due to circumstances within their reasonable control. In the negotiation phase of this ITN, the Respondent will be required to certify acceptance of these liquidated damages in the event they become ineligible as a USF provider.

3.7 Submittal of Response

Respondents shall submit their response (including initial pricing sheets) electronically via the Sourcing Tool. Pricing Spreadsheets are provided in Attachment 1 of this ITN.

3.7.1 Response Format / Instructions

A Respondent shall, in a separate and clearly identified response paragraph(s), expressly condition or qualify its Response on acceptance or identify any proposed changes to the terms and conditions outlined in this ITN. To facilitate this process, the Respondent is required to review Sections 3, 5, and 6 on a provision by provision basis. The Respondent shall respond in these sections by inserting their response immediately below the text of each numbered provision and respond to each provision with one of the following conventions:

a. Agreed

Where the term is acceptable as stated.

b. Modification Proposed

Where Respondent is unable to accept the term as stated but will accept a modification of the term. Respondent must provide: (1) the reason for its inability to accept the term as stated, and (2) modified language which would be acceptable.

c. Not Agreed

Where the term is completely unacceptable to Respondent and no modification is possible. Respondent must state the reason such term is unacceptable.

The Department reserves the right to modify, by addition or deletion, terms and conditions during the negotiation process.

Respondents are reminded that the terms and conditions listed in Sections 2 and 4 will not be negotiated and are required language for all State of Florida Contracts.

CERTIFICATION OF ACCEPTANCE FOR THE TERMS AND CONDITIONS DETAILED IN SECTIONS 2 AND 4 IS TO BE DONE WITHIN THE TABLE IN SECTION 3.10 OF THIS ITN.

3.7.2 Responses to Technical Specifications

1. Respondents are not required to respond to each and every "Category". In fact, the State expects that Respondents may choose to submit proposals and pricing for only one category. A Respondent may submit a proposal for as many categories as desired, provided they meet the minimum qualifications detailed for each category.
2. Within Section 6.0, the Respondent shall clearly state and justify any Exceptions, Exclusions & Assumptions (EEA), if any, under each numbered section. If there are no EEAs, then a statement shall be made to that effect. As an example, if there is an exception to Section 6.3.4 (MAINTENANCE SERVICE REPORTS), it must be so stated under the numbered Section (6.3.4) with a short description of the EEA taken.

3.7.3 Pricing and Equipment List Worksheet Instructions

Respondents shall complete each tab within the pricing workbooks for each Category (or sub-category) they are proposing. All unit cost fields shall be populated for each item, category or sub-category submitted.

On the worksheets, the Respondent shall enter a List Price, (MSRP) for each of the items they wish to offer to the State. They shall then identify a discount % (off of the MSRP) for each of the items they propose. A final State of Florida price will be calculated by the Pricing Spreadsheet. (THE FINAL DISCOUNT PERCENT [%] FOR EACH ITEM OR SERVICE PURCHASED WILL APPLY FOR THE LENGTH OF CONTRACT.)

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.5, TIMELINE.

3.8 Alternate Responses

Only one response may be submitted for each Respondent. The Respondent may bid on multiple categories or sub-categories in which they provide an "Eligible Brand". The Department seeks each respondent's single-best response for EACH CATEGORY (or sub-category) proposed.

3.9 Amendments to the ITN

The Department reserves the right to issue amendments to this ITN. Notice of any amendment will be posted within MyFloridaMarketPlace (MFMP) and the Vendor Bid System (VBS). Such notice will contain the appropriate details for identifying and/or

reviewing the formal changes. Each respondent is responsible for monitoring these sites for new or changing information concerning this solicitation.

3.10 Initial Determination of Responsiveness

The Department shall evaluate eligible ("responsible and responsive") responses. Responses that do not meet the minimum requirements of this solicitation; or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected as non-responsive. The Department reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in, Section 2.0, PUR 1001, or Section 4.0 PUR 1000.

Failure to comply with and acknowledge each of the requirements listed below may result in the response being deemed non-responsive and therefore the response may not receive further consideration in this ITN process.

Please certify that your Response conforms to each of the following requirements by responding with either a "Yes" or "No" in the blocks and submit the completed WORD Document in the MyFloridaMarketPlace Sourcing Tool.

Certifications

	YES	NO
1. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in Section 2 (PUR1001) of the ITN document?		
2. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in Section 4 (PUR1000) of the ITN document?		
3. Has the Respondent completed all pricing worksheets with the requirements and instructions as dictated by Section 6.0 of the ITN document?		
4. Has the Respondent certified its placement as an "Eligible Brand" for each Category submitted as detailed in Section 6 of the ITN Document?		
5. Has Respondent submitted a Dunn and Bradstreet Supplier Qualifier Report per 3.12.2 (Financial Status)?		
6. Does the Respondent certify compliance with the "General Requirements", and "Standard Support Levels" listed in Section 6.2 for each Category submitted for bid?		
7. Does the Respondent certify that it will provide "Optional Support" as listed in Section 6.2.2 for each Category submitted for bid?		
8. Does the Respondent certify that it will accept the State's Purchasing Card (Visa) if presented for payment by an Agency or Other Eligible User?		
9. Does the Respondent certify that the minimum discounts submitted for each Category will apply for the length of the contract?		
10. Does the Respondent certify that they have included their E-rate provider identification number and will continue to provide evidence that they will remain eligible within the USF program as detailed in Section 3.6.1 if applicable?		

3.11 Ordering Instructions / Contact Information

On the Ordering Instructions Form (Attachment 3) of this ITN, respondents shall identify the person(s) responsible for answering questions about equipment, pricing and ordering procedures. In addition, they should identify the individual responsible for administration of the Contract.

3.12 Evaluation Criteria

The Department shall review all responses to ensure responsiveness per Section 3.10 (above). Responses that are determined to be "responsible and responsive" by the Department will then be evaluated and scored.

The list below represents the areas in which the eligible Responses will be evaluated and the associated maximum number of percentage points obtainable in each area.

- | | |
|---------------------|--------|
| a. Technical | 40 pts |
| b. Financial Status | 10 pts |
| c. Pricing | 50 pts |

These areas will be scored with each Response having the opportunity to achieve the maximum total point allocation for the respective category. The final total scores from the Technical, Financial Status, and References will be added together to determine the final Stage 1 score.

3.12.1 Technical

Evaluators will independently evaluate and score the responses to the Technical Section (6) for each category. The evaluators will use the Evaluation Form (Attachment 4) and grade each item on a scale of zero (0) to five (5) for each category and sub-category. The evaluators' scores will then be averaged for each question to arrive at the final score per question. The average scores will then be summed for each Respondent to arrive at their final Technical points. Each item of equipment will be weighted equally within each category.

NOTE: the technical evaluation portion will not consider any pricing submitted by the Respondent, or any reference to proposed, projected, or anticipated cost impacts to the State.

3.12.2 Financial Status

Supplier Qualifier Report (SQR)

- a. The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this ITN.
- b. The Department requires submission of the prospective Contractor's Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B). The Supplier Qualifier Report is a standard report detailing financial and operational capability.
- c. The prospective Contractor shall request the SQR report from D&B at:
<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>
 - i Enter the ITN number in the text field entitled "Enter your RFP Number" and select submit.

- ii Enter your company's Duns Number, If you don't know your company's Duns number, you may use the search feature to find it.
- iii Confirm Registration
- iv Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.

Once the process is complete, a copy must be given to the Department, and an identical report should be kept by the Respondent as verification.

- d. The SQR report shall be a part of the Respondents Response. It is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department will award zero points.
- e. Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D & B prior to the opening date of the solicitation as stated in the Event Timeline (Section 1.5), and a SQR is submitted with the proposal, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation at MyFlorida.com and was requested for this solicitation.
- f. If the Respondent does not provide a D&B SQR report, or if one cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status. The Department may request financial information from Respondents that are unable to provide a D&B SQR report. These may include (but not be limited to): P/L Statements, Balance Statements, and other corporate financial reports.

The Department will use the following rating scale when evaluating the financial viability of the prospective Contractor:

SQR Risk Score		Points Assigned
1	Lowest Risk Rating	10.0
2		9.0
3		8.0
4		7.0
5		5.0
6		3.0
7		1.0
8		0.0
9	Highest Risk Rating	0.0

3.12.3 Pricing

Pricing is a VERY IMPORTANT COMPONENT of the contract award and will be evaluated as outline herein, and in accordance with the procedure described in Section 3.18.1 (Pricing / Negotiation / Final Award).

Price Evaluation:

Initial price scores shall be based on the initial spreadsheets submitted with the original proposal. The Department will use a scale of 0 to 50 points. The Respondent with the lowest total per item per category (sub-category) shall receive a score of 50 points. Each additional Respondent shall be awarded a percentage of the 50 points relative to the lowest total price per item, category, or sub-category. In this ITN, the State shall not consider any reference to proposed, projected or anticipated cost impacts to the State.

The formula to calculate the points awarded is:

X = Lowest Respondent Total Price per Item, Category, Sub-Category

Y = Respondents Total Price Item, Category, Sub-Category

Points Awarded = $X / Y * 50$ Pts

Example:

Respondent A offers a total cost of \$150.

Respondent B offers a total cost of \$300.

Respondent C offers a total cost of \$600.

1. Respondent A shall receive 50 points.
2. Respondent B shall receive 25 points. Calculation: 150 divided by 300 equals .5 and .5 times 50 equals 25 points
3. Respondent C shall receive 12.5 points. Calculation: 150 divided by 600 equals .25 and .25 times 50 equals 12.5 points

3.13 Basis for Award / Promotion

Stage 1

The Department shall evaluate and rank responsive, responsible Respondent(s) against all evaluation criteria set forth in Section 3.12. Based on the ranking, one or more Respondents may be advanced to Stage 2 "Negotiation". This decision for "advancement" or "promotion" to Stage 2 will be posted within the Sourcing Tool as well as publicly noticed on the Vendor Bid System.

Stage 2

The Department intends to award this Contract to the Respondent(s) that offer the overall best value to the State as determined through this ITN process. The Department reserves the right to award to a single vendor, or to continue to award to multiple vendors for each category or sub-category. This award decision will be posted within the Sourcing Tool as well as publicly noticed on the Vendor Bid System.

The Department reserves the right to accept or reject any and all Responses, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest. The Department reserves the right to end negotiations at any time and award the Contract to the Respondent(s) that represent the overall best value to the State. This paragraph is in addition to, and shall not be construed to limit or override any right or remedy available to the Department in, Section 2.0, PUR 1001.

3.14 Special Accommodation

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

3.15 Eligible Equipment

The equipment proposed shall be an "Eligible Brand" as noted in each category / subcategory. "Eligible Brands" are those recognized by Gartner Group as technology leaders and are listed (by Gartner) in their "Magic Quadrants", Server (Scorecard) Evaluation Models (SEMs), or "MarketScopes" research documents.

If no "Eligible Brands" are noted within a Category, the Department will determine that the equipment meets the remaining "responsive - responsible" criteria as outlined in Section 3.13 and technical scoring will be based upon meeting the Technical Specifications within the category and any other requirements within this ITN.

3.16 Technical Documentation

Technical documentation, including printed technical literature, may be requested from any Respondent, at any time, before or after contract award. Failure to supply this technical documentation when requested may result in rejection of your response or termination of contract.

3.17 Electronic Posting of Ranking of Respondents

Offers shall be opened at some time after the date and time indicated on the Event Timeline and thereafter evaluated. After evaluating the Responses, the Department shall electronically post the ranking for each Category (or sub-category) and list those advanced (promoted) to Stage 2 on the date indicated on the Event Timeline (Section 1.5).

If the ranking or award is delayed, the Department shall post a notice of the delay and revise the Event Timeline.

Any person who is adversely affected by the decision may file a notice of protest in accordance with Section 120 of the Florida Statutes. See paragraph 2.20 of the General Instructions (PUR 1001). The Department shall not reply to, or provide rankings or notices of award by telephone, email, or fax.

3.18 Negotiations

The Department reserves the right to negotiate, either serially or concurrently, with any and all Respondents at any point in the solicitation process. The Department reserves the right to finalize the negotiations at any point and post an "Intent to Award" notice. Respondents should recognize the Department's right to finalize the negotiation process without the need to explicitly request an interim revised response, or a best and final offer. The Department reserves the right to award based on what offer is deemed to be the best value to the State.

3.18.1 Pricing / Negotiation / Final Award

The final award decision for this ITN may be determined by the results of the evaluation outlined in Section 3.12.3 "Pricing" submitted by the vendor on the Pricing Workbooks

(Attachment 1) submitted into the Sourcing Tool; Or, the State may elect to negotiate additional discounts with selected vendors advanced (promoted) to Stage 2.

During the negotiation process, Respondents may be asked to resubmit pricing workbooks for each Category, sub-category, or item they are proposing

As with the initial pricing spreadsheets, the Respondent shall enter a List Price, (MSRP) for each of the items they wish to offer to the State. They will then identify a discount % (off of the MSRP) for each of the items they propose. A final State of Florida price will be calculated by the Pricing Spreadsheet. (THE FINAL DISCOUNT PERCENT [%] FOR EACH ITEM OR SERVICE PURCHASED WILL APPLY FOR THE LENGTH OF CONTRACT.)

3.19 State Objectives.

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.19.1 Diversity.

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority- and women-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority- and women-owned businesses with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority, and women-owned business enterprises participate in the State's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority, and women-owned businesses are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to W/MBE contractors (agents or subcontractors) as a result of any award shall be provided to DMS Purchasing by the Prime Contractor on an Agency by Agency (or other Eligible User) level. See Section 5.6.

3.19.2 Environmental Considerations.

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State

Government”; Executive Order 07-127, “Immediate Actions to Reduce Greenhouse Gas Emissions within Florida”; and Executive Order 07-128, “Florida Governor’s Action Team on Energy and Climate Change.”

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor’s plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Prime Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Prime Contractor’s company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Prime Contractor’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Prime Contractor shall utilize equipment that is Energy Star or EPEAT Bronze (or higher) compliant wherever possible. Prime Contractor shall list all equipment that meets these criteria.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.

3.19.3 Certification of Drug-Free Workplace Program.

The State supports and encourages initiatives to keep the workplaces of Florida’s Suppliers and Prime Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the “Certification of Drug-Free Workplace” as provided in Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted (in the Sourcing Tool) using the form in Attachment 5

3.19.4 Products Available from the Blind or Other Handicapped (RESPECT).

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.19.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Prime Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

4.0 GENERAL CONTRACT CONDITIONS, PUR 1000

- 4.1 DEFINITIONS**
- 4.2 PURCHASE ORDERS**
- 4.3 PRODUCT VERSION**
- 4.4 PRICE CHANGES APPLICABLE ONLY TO TERM CONTRACTS**
- 4.5 ADDITIONAL QUANTITIES**
- 4.6 PACKAGING**
- 4.7 INSPECTION AT CONTRACTOR'S SITE**
- 4.8 SAFETY STANDARDS**
- 4.9 AMERICANS WITH DISABILITIES ACT**
- 4.10 LITERATURE**
- 4.11 TRANSPORTATION AND DELIVERY**
- 4.12 INSTALLATION**
- 4.13 RISK OF LOSS**
- 4.14 TRANSACTION FEE**
- 4.15 INVOICING AND PAYMENT**
- 4.16 TAXES**
- 4.17 GOVERNMENTAL RESTRICTIONS**
- 4.18 LOBBYING AND INTEGRITY**
- 4.19 INDEMNIFICATION**
- 4.20 LIMITATION OF LIABILITY**
- 4.21 SUSPENSION OF WORK**
- 4.22 TERMINATION FOR CONVENIENCE**
- 4.23 TERMINATION FOR CAUSE**
- 4.24 FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY**
- 4.25 CHANGES**
- 4.26 RENEWAL**
- 4.27 PURCHASE ORDER DURATION**
- 4.28 ADVERTISING**
- 4.29 ASSIGNMENT**
- 4.30 ANTITRUST ASSIGNMENT**
- 4.31 DISPUTE RESOLUTION**
- 4.32 EMPLOYEES, SUBCONTRACTORS, AND AGENTS**

- 4.33 SECURITY AND CONFIDENTIALITY
- 4.34 CONTRACTOR EMPLOYEES, SUBCONTRACTORS, AND OTHER AGENTS
- 4.35 INSURANCE REQUIREMENTS
- 4.36 WARRANTY OF AUTHORITY
- 4.37 WARRANTY OF ABILITY TO PERFORM
- 4.38 NOTICES
- 4.39 LEASES AND INSTALLMENT PURCHASES
- 4.40 PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.
(PRIDE).
- 4.41 PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED
- 4.42 MODIFICATION OF TERMS
- 4.43 COOPERATIVE PURCHASING
- 4.44. WAIVER
- 4.45. ANNUAL APPROPRIATIONS
- 4.46. EXECUTION IN COUNTERPARTS
- 4.47. SEVERABILITY

4.1 Definitions.

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders.

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version.

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts.

If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at

the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities.

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging.

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site.

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where

such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act.

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature.

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery.

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation.

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss.

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection

notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee.

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services' vendor list as provided in rule 60A-1.006, F.A.C.

4.15 Invoicing and Payment.

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract.

and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions.

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity.

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification.

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to

personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work.

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience.

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause.

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay

could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes.

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal.

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration.

Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls

for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising.

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution.

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality.

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents.

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements.

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices.

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases.

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same

procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped.

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms.

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44. Waiver.

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45. Annual Appropriations.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46. Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47. Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5.0 SPECIAL CONTRACT CONDITIONS

- 5.1 ADDITIONAL DEFINITIONS**
- 5.2 PURCHASING CARD PROGRAM**
- 5.3 INSTRUCTIONS AND MAINTENANCE MANUAL**
- 5.4 CONTRACT REQUIREMENTS**
- 5.5 DELIVERY**
- 5.6 CONTRACT REPORTING REQUIREMENTS**
- 5.7 BUSINESS REVIEW MEETINGS**
- 5.8 CONTRACTOR'S STATE CONTRACT WEBPAGE**
- 5.9 ELECTRONIC INVOICING / BILLING**
- 5.10 REQUESTS FOR QUOTES**
- 5.11 RISK OF LOSS / PAYMENTS / FEES**
- 5.12 PRICE REDUCTION**
- 5.13 ADDITIONAL HARDWARE AND SERVICES**
- 5.14 STATE OF FLORIDA CONSOLIDATED EQUIPMENT FINANCING PROGRAM (CEFP)**

5.1 Additional Definitions

- a. "CWMBE" means a Certified Woman or Minority Business Enterprise as certified by the Florida Office of Supplier Diversity.
- b. "MFMP" means MyFloridaMarketPlace the State's e-Procurement system.
- c. "MFMP Service Provider" means the third party company operating the State's e-Procurement system, MyFloridaMarketPlace.

5.2 Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from state agencies by the State's Purchasing Card in the same manner as any other Visa purchases. PCard -Visa acceptance for purchase is a mandatory requirement for this solicitation, but is not the exclusive method of payment.

If the State changes its PCard platform during the term of Contract resulting from this ITN, the awardee shall make any necessary changes to accommodate the State's new PCard platform within 30 days of notification of such change.

5.3 Instructions and Maintenance Manual

At the time of the delivery, the Contractor or Reseller shall be required to furnish the Customer at least one (1) instruction manual and one (1) maintenance manual for each system ordered. Bulletins, revisions, and corrections shall be provided for each system purchased, as they are issued by the manufacturer. Each instruction and maintenance manual shall contain definitions of terms, definition of equipment, equipment capabilities, technical descriptions of equipment operations, description of malfunction identifications, trouble shooting procedures and detailed schematic and use instructions.

5.4 Contract Requirements

Respondent shall have a single point of contact for contract support. This individual may support multiple Customers and shall respond to calls and/or emails within twenty-four (24) hours. Customer support contact information shall be provided on the Ordering Instructions Form (ATTACHMENT 3)

Respondent shall provide toll-free customer service phone support from 7:00 AM (EST) to 6:00 PM (EST) Monday through Friday, except for Federal and State holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above customer service operating hours.

Respondent shall provide an after-hours contact number for use by Customers for emergencies after standard customer service operating hours.

5.4.1 Factory Service Requirements

The Respondent agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract Term. Respondent must complete the Ordering Instructions Form included in Attachment 3 of this ITN, and must update that document throughout the Contract Term. The Contractor shall promptly notify the Department of any changes thereto, however the Parties expressly agree that changes to the Service Representative

List are not Contract Amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one (1) authorized service location within the State of Florida.

The Contractor may offer the State Agencies and Eligible Users "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall provide pricing for this additional service as a separate item on the pricing spreadsheets in Attachment 1 of this ITN.

5.4.2 Standard Support Levels.

Contractors shall provide the following levels of support under the Contract:

- a. Inside delivery, with buyer set-up and installation.
- b. Minimum 1-year warranty for parts coverage and support
- c. Maximum two (2) business days repair time, or replace with comparable equipment (replace with new equipment during the warranty period)
- d. Toll free telephone support and information.
(Minimum: Business days 8:00 a.m. to 6:00 p.m., Eastern Time).
- e. Service response time minimum of 8 hours after receipt of problem call.
- f. Access to all software or firmware updates installed or bundled with the product for the term of the full warranty
- g. 30-day money back guarantee, return to vendor, with no restocking fee or comparable charge

Optional Support that may be offered on particular purchases:

- a. Dealer set-up and installation (unless required by Manufacture for "Certification" prior to initiation of support)
- b. Warranty upgrades may be purchased at time of purchase or any time afterwards during the product life cycle.
- c. Warranty service response upgrades; e.g., on site, 4 hour response, or next business day.

Optional support levels resulting in increased cost to Customers shall be clearly and separately identified on the Contractor's authorized product and price list submitted on the pricing spreadsheets in Attachment 1. Integrated components shall carry the same support level and warranty provisions as the system (by way of non-exclusive example, monitors, keyboards, mouse and trackball, expansion boards, network interface cards, internal modems, and multimedia). Customers shall not be required to purchase maintenance from Contractor and may enter into separate agreements for maintenance and support with persons other than Contractor.

5.5 Delivery

Prices bid shall include inside delivery to the ordering agency within 30 days after receipt of purchase order.

5.6 Contract Reporting Requirements

The following data must be reported to the Department on a quarterly (January, April, July, and October) contract basis.

Report shall include:

- a. Prime Contractor's Name
- b. Reporting Period (Q1, Q2, Q3, Q4)

- c. Total dollar value of purchases, leases or rentals per quarter **separated by State Agency and Eligible User totals**, and separated by purchase order and p-card order total dollar values.
- d. Total dollar volume per quarter by configuration group.
- e. Excel report itemizing total purchases, leases or rentals for period that includes columns for the following information: manufacturer's name, agency name, product number, item description, product group number, identify lease or purchase, quantity, manufacturer list price, percentage discount taken and final purchase price or lease / rental total.
- f. Report will emphasize where the most significant purchase volumes are by product group.

Failure to provide quarterly reports, including reporting no sales, leases, or rentals, within thirty (30) calendar days following the end of each quarter (January, April, July and October) may result in the Prime Contractor being found in default and cancellation of the contract by the Department.

Contractor shall report (on a quarterly basis) to the Department, the total spending with certified and other minority business enterprises directly related to transactions under this contract. Reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each CWMBE utilized during the period, commodities and services provided by the CWMBE, and the amount paid to each minority Contractor or sub-contractor on behalf of **each purchasing agency or eligible user** ordering under the terms of this contract.

Submission of the quarterly sales reports are the responsibility of the Contractor without prompting or notification by the Department. The Contractor shall submit the completed quarterly reports by email to the Department.

5.7 Business Review Meetings

In order to maintain the partnership between the Department and the Prime Contractor, monthly, (or minimally each quarter), the Department may request a business review meeting. The business review meeting may involve, but not be limited to, the following:

- a. Review of Contractor performance
- b. Review of minimum required reports
- c. Review of continuous improvement plans

The Department encourages Contractors to identify opportunities to lower costs.

5.8 Contractor's State Contract Webpage

The Contract resulting from this solicitation will become a public document. DMS has a website used to display State Term Contracts and product information to eligible users and other interested entities.

The Awardee(s) shall, within thirty (30) days after the date of award listed on the Certification of Contract document, develop and maintain their own State of Florida web page to post approved and required Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida's approved green product labels / standards, and product pictures. The State Contract web page must maintain compatibility with the browser software being used by DMS, currently Internet Explorer 6.0. The Universal

Resource Locator (URL) for the State Contract web page must be listed in the space provided on the Ordering Instructions page of the solicitation. Prime Contractor is responsible for any and all costs associated with providing this information to the State.

The web site must have the following required items:

- a. Accurate Contract pricing and items;
- b. Detailed item descriptions, model numbers, etc.
- c. Robust search engine capabilities;
- d. Information to access product literature of awarded items;
- e. Links to the vendor's home page, the history of the company, etc.;
- f. Additional links to access technical product literature of awarded items;
- g. Authorized servicing dealers with current contact information;
- h. Offer as many photos as possible of awarded products;
- i. List of products that meet the State of Florida's approved green product labels / standards;
- j. When possible, provide indicators of recycled product and minority manufactured products; and
- k. URL for the State Contract web page must be supplied to the Department within 30 days of Contract award.

Continued disruption of service or inadequate access may be grounds for termination and removal from the Contract, subject to Section 4.23.

Contractors should note that the US Federal Trade Commission's Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms. (available at <http://www.ftc.gov/bcp/grnrule/guides980427.htm>) 16 C.F.R. Part 260 for details. It is the Prime Contractor's responsibility to accurately identify their products that meet the State of Florida's approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punch-out site and on State Contract web page. Failure to accurately represent green products shall be cause for termination upon notice by the Department.

5.9 Electronic Invoicing / Billing

Equipment purchased on this State Term Contract shall be DIRECT BILLED by the Contractor (or authorized dealer). State Agencies shall be electronically billed through the MyFloridaMarketPlace (MFMP) system wherever able. See Attachment 2 for MFMP Invoicing Requirements. All other Eligible Users should be electronically direct billed whenever possible.

At a minimum, each invoice shall provide the following information:

- a. Service order numbers
- b. Account numbers
- c. Bill date
- d. Install date
- e. Bill remittance address
- f. Adjustments (detailed information on all adjustments within the bill must be provided)
- g. Sub-total of current charges
- h. Net amount due
- i. Customer name

Before orders may be completed and invoicing from contractors or sub-contractors may begin, a test must be successfully conducted using the billing data transmitted from the contractor or sub-contractor to create an end-user invoice.

Over the life of the contract, changes to billing formats or data elements required by the State may occur. Contractors and sub-contractors will be required to adhere to these changes for all billing purposes.

5.10 Requests for Quotes.

Although not required, CUSTOMERS MAY COMPETITIVELY SET THE PRICE FOR ANY PURCHASE BY INITIATING A REQUEST FOR QUOTES ("RFQ") among the awardees within a Category. An RFQ is an oral or written request for written pricing or service information from a Contractor, for products available under the Contract from the Contractor. When the RFQ process is used, Customers should create and maintain written records of oral and written requests, and written quotes received. Where the RFQ process is used, quotes should be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place.

The RFQ process is not mandatory under this Contract but may be used solely at the Customer's discretion.

5.11 Risk of Loss / Payments / Fees

a. Equipment Risk of Loss or Damage

The State shall be relieved from risks of loss or damage to all equipment during the period of transportation, and installation of the equipment.

b. Payments

Payment for equipment will be processed upon the satisfactory completion of delivery, installation, training, acceptance, and correct invoicing.

c. Other Fees & Charges

Contractor, and all sub-contractors shall not charge any additional fees, including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, etc.

5.12 Price Reduction

The pricing shall not increase during the term of this contract. After a twelve (12) month period, justifiable requests for a price decreases may be requested by DMS. Minimum price decreases shall be based upon the Producer Price Index (PPI) for Industry: Computer and Peripheral Equipment Manufacturers, as published by the U.S. Bureau of Labor Statistics. Any (minimum) price decreases shall be based on the PPI (Series ID PCU-3341)

The last published non-preliminary Producer Price Index for the month prior to award/anniversary date of the contract will be the baseline for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the new PPI Index.

Any de-escalation formula will be based on the change in the PPI Series ID PCU3341. The formula is calculated by dividing the New PPI Index by the Old PPI Index to identify the Price Reduction Rate. The Old Price is multiplied by the Price Reduction Rate to

determine the New Price. This formula applies after Year 1 of the contract and on each subsequent anniversary of the contract effective date.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- a. Go to BLS website: <http://www.bls.gov/ppi/>
- b. Navigate to the "Get Detailed PPI Statistics" section
- c. Select "Create Customized Tables (one screen)"
- d. Click on the link titled "Industry Data"
- e. Type "334" in the "Select An Industry" box for the Computer & Peripheral Equipment Manufacturing category and hit the adjacent "Find" button.
- f. Select "3341" in the "Select One or More Products" box and hit the adjacent "Find" button. A table similar to the one shown will be created.
- g.

Series Id:	PCU3341--3341--												
Industry:	Computer & peripheral equipment mfg												
Product:	Computer & peripheral equipment mfg												
Base Date:	0612												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1998	204.4	201.3	199.1	195.2	193.5	192.5	190.9	187.5	186.8	184.7	183.6	181.1	191.7
1999	178.6	177.9	177.2	175.3	175.1	174.8	171.2	169.8	169.5	168.6	168.2	167.2	172.8
2000	165.4	165.0	164.3	163.0	162.1	161.6	161.8	161.0	160.9	160.9	160.5	159.4	162.2
2001	158.4	157.0	155.7	155.6	154.9	153.9	153.3	150.5	150.4	149.8	149.0	148.4	153.1
2002	146.4	144.7	143.8	143.2	142.8	141.6	139.2	136.9	136.1	134.7	132.9	132.1	139.5
2003	130.3	127.8	126.3	126.1	125.0	124.5	123.5	122.5	122.4	120.7	119.7	118.6	123.9
2004	118.2	117.8	117.4	117.2	116.8	115.7	115.5	114.7	113.9	113.6	111.7	111.7	115.4
2005	110.5	110.2	109.5	109.2	108.3	108.0	107.5	107.3	106.4	105.9	105.6	104.9	107.8
2006	104.7	104.2	104.0	103.2	102.8	102.1	101.7	101.1	100.6	100.3	100.1	100.0	102.1
2007	99.2	98.7	97.9	97.5	96.2	95.1	93.9	92.3	91.7	91.0	90.2	89.5(P)	94.3(P)
2008	88.2(P)	87.8(P)	87.3(P)										

P : Preliminary. All indexes are subject to revision four months after original publication.

Example:

Feb 2004 is the start date of the contract

Old PPI: Feb. 2004 PPI for Computer and Peripheral Equipment = 117.8

New PPI: Feb. 2005 PPI for Computer and Peripheral Equipment = 110.2

Original Discount is 35%

Price Reduction Formula:

New PPI / Old PPI = Price Reduction Rate (rounded to four decimal points)

"Old Price Discount %" ÷ "Price Reduction Rate" = New Price Discount % (rounded to two decimal points)

Calculation:

$110.2 \div 117.8 = .9354$ which equates to a Price Reduction Rate of 93.57%

$35\% \div 93.57\% = 37.40\%$ **New Price Discount Percent**

5.13 Additional Hardware and Services.

Contractors may offer and the State may purchase equipment or services as detailed on the Pricing Spreadsheets in Attachment 1. When additional equipment or services are proposed, a Product Change Form (Attachment 6) must be submitted to the Department.

DMS MUST APPROVE ANY EQUIPMENT, FEATURE, OR SERVICE PRIOR TO ADDITION TO THE CONTRACT. ANY ADDITIONAL EQUIPMENT, FEATURE OR SERVICE MUST BE INTEGRAL TO THE FUNCTIONALITY OF EACH CONFIGURATION.

Percentage discounts for purchases for equipment must be consistent across all types / models of equipment and associated services within the identified Category. For example, if a 45% discount (off MSRP) is proposed for items within a category, then that same percentage should apply to all types and models of equipment (and services) available within that category (or minimally within that sub-category).

The ability to add equipment and services at a pre-determined (discounted) price is for the convenience and benefit of the Customer. The intent of this option is to promote "one-stop shopping" for the customer and to facilitate normal growth.

The Department reserves the right to prohibit the sale of any and all additional products and services. Abuse of this additional hardware, software, and services option to complete transactions for unauthorized commodities or services may be prosecuted under s. 858.22 F.S. or other applicable laws.

5.14 State of Florida Consolidated Equipment Financing Program (CEFP)

Financing is available to state agencies and state universities through the Department of Financial Services for most types of purchases of \$30,000 in value and higher. For further details, go to <http://fldfs.com/aadir/cefp/>

6.0 TECHNICAL SPECIFICATIONS

- 6.1 CATEGORIES, ASSOCIATED PRODUCTS**
- 6.2 GENERAL REQUIREMENTS**
- 6.3 CATEGORY 1 - SERVERS / TERMINALS / THINCLIENTS**
- 6.4 CATEGORY 2 - LAN / WAN INFRASTRUCTURE EQUIPMENT**
- 6.5 CATEGORY 3 - FIREWALLS/VPNS**
- 6.6 CATEGORY 4 - STORAGE, TAPE, AND VIRTUAL TAPE INFRASTRUCTURE**
- 6.7 CATEGORY 5 - UNINTERRUPTIBLE POWER SYSTEMS AND BATTERIES**

6.1 Categories, Associated Products

The Contract shall include hardware products grouped within the following categories:

Category	Description
1	Servers, Terminals, ThinClients
2	LAN / WAN Infrastructure Equipment
3	Firewalls, VPNs
4	Storage, Tape, Virtual Tape Infrastructure
5	UPS, Surge Suppression, Batteries

Respondents may submit bids for any Category (or sub-category) in which they supply equipment listed as an "Eligible Brand".

Contract awards may be made to one or more vendors in each category (or subcategory) as determined by the Department to be in the best interest of the State.

6.1.1 Associated Products

During the term of the Contract, successful vendors (Contractors) may offer additional hardware components or services normally associated with the product category, or subcategory, they are authorized (upon contract award) to offer, provided:

1. they shall do so at the same or greater percentage price discount offered for the items bid within that category or subcategory; and
2. the product does not fall within another category that the Contractor is not authorized (via contract award) to offer; and
3. the additional products and services have been approved by the Department via a Product / Service Form and routine approval process.

These "Normally Associated" items may only be purchased in conjunction with an authorized contract hardware purchase. For example, a Contractor authorized to offer Servers shall be able to provide optional CD-ROM drives, CPU upgrades, and other standard system components. In this example, the Contractor shall not offer "Firewalls" unless specifically authorized to do so either as a successful awardee of that (Firewall) category.

Contractors may also offer at the same or greater percentage price discount and either installed or uninstalled at the Customer's option, the software necessary to operate the authorized hardware (i.e. operating systems, productivity suites, communications, etc.)

Contractors may also install pre-configured software loads provided by the Customer.

These additional hardware and software options are for the convenience and benefit of Customers and Contractors. The intent of these options is to promote "one-stop shopping" for both basic and enhanced systems. The Department reserves the right to prohibit the sale of any and all additional products, and to terminate the Contract with the Contractor (Vendor) if the Department determines, in its sole discretion, that the Contractor is abusing these options to sell products it is not authorized to offer.

In any "bundled offering," Customers are encouraged to review pricing carefully, to purchase products that meet their needs at the lowest net delivered costs, and to report any problems to the Contract Administrator.

The Department reserves the right to increase or decrease the number of authorized hardware categories and subcategories as markets change and new technologies emerge.

6.2 General Requirements

Respondents shall submit pricing for each category (or subcategory) on the price sheets included in Attachment 1. Each product or service must be bid with prices that include (AT NO EXTRA CHARGE) all of the items in Section 6.2.1 below.

Respondents shall submit pricing for "Optional Support" listed below in Section 6.2.2 (in each category or subcategory) or clearly identify that these are included (at no charge) in the pricing spreadsheets for each category or subcategory in Attachment 1.

Respondents shall submit pricing for any "Category Specific Requirements" or "Category Specific Optional Support" as outlined in each category in the pricing spreadsheets for each category or subcategory in Attachment 1.

6.2.1 Standard Support Level for devices in ALL CATEGORIES includes:

- a. Inside delivery, with buyer set-up and installation.
- b. Minimum 1-year warranty for parts coverage and support
- c. Maximum two (2) business days repair time, or replace with comparable equipment (replace with new equipment during the warranty period)
- d. Toll free telephone support and information.
- e. (Minimum: Business days 8:00 a.m. to 6:00 p.m., Eastern Time).
- f. Service response time minimum of 8 hours after receipt of problem call.
- g. Access to all software or firmware updates installed or bundled with the product for the term of the full warranty
- h. 30-day money back guarantee, return to vendor, with no restocking fee or comparable charge

6.2.2 Optional Support for devices in ALL CATEGORIES includes:

- a. Dealer set-up and installation (unless required by Manufacture for "Certification" prior to initiation of support)
- b. Warranty upgrades may be purchased at time of purchase or any time afterwards during the product life cycle.
- c. Warranty service response upgrades; e.g., on site, 4 hour response, or next business day.

6.2.3 Eligible Brands / Completeness of Line

Only "eligible brands" as noted in each category / subcategory will be evaluated and considered for award.

"Eligible Brands" are those recognized by Gartner Group as technology leaders within each category and are listed (by Gartner) in their "Magic Quadrants", Server Evaluation Models (SEMs), "MarketScopes", or other research documents.

"Completeness of Line" means that a Vendor's offering is mature, and feature rich. The product offerings (items) demonstrate strength in specific areas and

have easy adaptability to other areas (or applications) within the category or sub-category.

6.3 CATEGORY 1 Servers / Terminals / ThinClients

Eligible Brands in this Category are those recognized by Gartner Group as technology leaders in their Server Evaluation Models (SEMs) research documents. They are: Apple, Bull, Dell, Egenera, Fujitsu, HP, IBM, MPC/Gateway, NEC, Rackable Systems, SGI, Stratus, SUN, UNISYS, and Verari.

6.3.1 Equipment Specifications and Sub-Categories

- a. There must be a single discount rate applied to each server category and this rate must apply to the all standard configuration components that include all internal boards, components and peripherals as well as the keyboard and mouse.
- b. The categories shall be defined as "entry", "mid-tier" and "enterprise" class servers. Vendors are free to define which server belongs to which category. However, such information must be readily available on the vendor's web site. Any equipment listed under multiple categories shall be considered as being priced under the category with the largest discount.
- c. External peripherals, such as disk drives, tape drives, modems, CD ROM drives, may be separately priced, but any of these components added internally into a server unit configuration will be considered under that configuration's single unit rate.
- d. All internal components and peripheral attachments of the devices listed must be covered under original equipment manufacturer warranty, and such coverage will be assumed to be included in the Contractor's unit bid rates.
- e. External peripherals and internal components purchased separately from a server configuration must be priced under the category with the largest discount under which those components could be sold.
- f. Software bundled with the server may be included with the bid if normally bundled with the Server hardware without an extra charge.

6.3.2 Category Specific Standard Support Level Requirements (in addition to those listed in Section 6.1.1 above) for Servers, internal components and peripheral devices include:

- a. If Contractor fails to meet the maintenance response performance requirements, the User reserves the right to invoke a credit or "chargeback" based upon the cost of the item. This credit (chargeback) will be negotiated between both parties at the time of occurrence.
- b. On-site maintenance and support or wall-to-wall support agreements are not covered under the terms of the hardware ITN and may not be included.

6.3.3 Category Specific Optional Support Requirements (to be priced for evaluation in addition to those outlined in Section 6.1.2 above) includes:

- a. Maintenance service billing based on Time and Materials basis. Time and Materials based billing must be inclusive of all travel charges.
- b. Dedicated Technical Account Manager that monitors and addresses various issues that may arise.

6.3.4 Maintenance Service Reports

- a. The Authorized User reserves the option to require the Contractor to furnish the Authorized User with maintenance service reports for all maintenance requests.

- b. These maintenance service reports should be supplied upon completion of maintenance whenever it is performed on the specified equipment.
- c. The maintenance service reports shall include, as a minimum, the following data for each request for service:
 - 1. Date and time notified
 - 2. Date and time of arrival
 - 3. Description of malfunction reported
 - 4. Diagnosis of failure and work performed
 - 5. Date and time failure was corrected
 - 6. Charges for the service, if applicable
 - 7. Name of person performing the service
 - 8. MTTA (Mean Time to Arrive)
 - 9. MTTR (Mean Time to Repair/Restore)

6.4 CATEGORY 2 LAN / WAN Infrastructure Equipment

6.4.1 Wired LAN Equipment

Eligible production systems which may be bid shall be technology leaders as listed in the Gartner Magic Quadrant for Campus LAN (Global), 2008 published on March 26, 2008. They are: 3Com, Alcatel-Lucent, Cisco, Enterasys Networks, Extreme Networks, Force 10 Networks, Foundry Networks, HP Procurve, and Nortel Networks

6.4.2 Wireless LAN Equipment

Eligible production systems which may be bid shall be technology leaders as listed in the Gartner Magic Quadrant for Wireless LAN Infrastructure, 2007 published on December 20, 2007. They are: 3Com, Alcatel-Lucent, Aruba Networks, Bluesocket, Cisco, Colubris Networks, Enterasys Networks, Extreme Networks, Extralcom, Foundry Networks, HP-Procurve, Motorola, Trapeze Networks, and Xirrus

6.4.3 WAN Optimization Controllers

Eligible production systems which may be bid shall be technology leaders as listed in the Gartner Magic Quadrant for WAN Optimization Controllers, 2007 published on December 14, 2007. They are: Blue Coat Systems, Certeon, Cisco Systems, Citrix Systems, Exinda Networks, Expand Networks, F5 Networks, Intelligent Compression Technologies, Ipanema Technologies, Juniper Networks, Packeteer, Riverbed Technology, Silver Peak Systems, and Stampede Technologies.

6.4.3.1 Other Requirements (WAN Optimization Controllers)

WAN Optimization products offered under this contract must include a hardware based appliance or device. Products including VOIP, Telephony services, traditional routing, switching or firewall capabilities are excluded from the WAN Optimization category. Additional Control Center based software products may not be bid in conjunction with the WAN Optimization product. Such products may be included with the bid if normally bundled with the WAN Optimization hardware without an extra charge.

Awards will be made to responsive bidders offering the lowest net delivered prices for the most complete line of devices in each category of Wired LAN, Wireless LAN, and WAN Optimization devices.

Successful vendors in each category may offer support products which may be needed for connectivity or operation where installed. Such products shall be offered under the same pricing schedule (discounts, etc.) as the devices bid, and awarded in each category.

A product price list shall be submitted with each Vendor's bid showing list cost, applicable discount, and the final State of Florida Price for each product or service offered. Use Attachment 1 to submit product pricing

6.5 CATEGORY 3 Firewalls/VPNs

Eligible Production Systems which may be bid shall be those listed by Gartner Group in their Magic Quadrant for Enterprise Network Firewalls, 2h07, published 13 September 2007. Those approved to bid are: Juniper Networks, CheckPoint Software Technologies, Fortinet, Cisco, SonicWALL, Stonesoft, NETASQ, Phion, WatchGuard Technologies, Astaro, and Secure Computing.

Awards will be made to responsive bidders offering the lowest net delivered prices for the most complete line Firewalls.

Vendors who bid and are awarded a contract in the "firewalls category" may offer support products and maintenance contracts as needed. Such products shall be offered under the same pricing schedule (cost plus/minus basis to the manufacturer's price list to that manufacturer's largest volume dealers/resellers) as the Firewalls bid. A product price list shall be submitted with the bid showing list cost, applicable discount, and the final State of Florida Price.

6.5.1 Product Tiers

Products will be available to support a variety of applications and office sizes based on the following Tiers:

- a. Small to midsized offices
- b. Enterprise Systems
- c. Large Enterprises

6.5.2 Category Requirements

6.5.1 General Requirements

- a. purpose-built software and appliances for securing corporate networks
- b. support for virtual private networks
- c. support for virtual firewall platforms (virtual private servers)
- d. a management and reporting capability that is designed for complex and high-volume environments, such as multitier administration and rules/policy minimization
- e. having a good track record of avoiding vulnerabilities in their security products
- f. be able to handle high throughput with minimal performance loss
- g. manageable through a graphical user interface and a command line interface.
- h. Granular security with the ability to define permissions to users based on access requirements.
- i. The ability to use standard external authentication mechanisms. Examples of these are certificates, RADIUS, Microsoft Active Directory and LDAP.

- j. The vendor will supply frequent software and firmware updates as well as frequent and automatic virus pattern updates and intrusion detection updates.
- k. Products are available with multiple physical and logical interfaces
- l. Products are available with integrated network switches.
- m. The ability to control various types of traffic between interfaces using policies or rules.
- n. The ability to act as a DHCP server or to forward DHCP requests to a remote DHCP server.
- o. Products will have the ability to log traffic, access, attacks, etc.
- p. The product should have the ability to upload log data to external syslog servers.
- q. Products should have the ability to analyze traffic for viruses, malware and other malicious traffic.
- r. Products should support modern data types (protocols) such as VoIP, Video Conferencing, etc.
- s. a mix of products are available to support a variety of applications including small to midsized offices, enterprise systems and large enterprises.

As a response to the requirements (a-s above) the State requires the Respondent to use the Spreadsheets in Attachment 1 showing the equipment (product, item) proposed MSRP price, State of Florida Discount, and final State of Florida Price. In addition, Respondents shall make an easily identifiable notation on which of the requirements are NOT MET within this category depending upon equipment (product, item) size, intended use, etc.

6.6 CATEGORY 4 Storage, Tape, and Virtual Tape Infrastructure:

Eligible production systems which may be bid shall be those listed by Gartner Group in their Magic Quadrant for Storage Resource Management and San Management Software, 2007, published 19 March 2007; the Gartner Magic Quadrant for mid Range Disk Arrays, 2h07, published 12 January 2008; or in the Gartner "MarketScope" for High-End Enterprise Disk Arrays, 2007, published 29 August 2007.

Approved to bid are: 3PAR, Akorri, BlueArc, Brocade, CA, Compellent, DataDirect Networks, Dell, Dot Hill, EqualLogic, Fujitsu, Hitachi, HP, IBM, Intransa, LeftHand Networks, Network Appliance, Nexsan Technologies, Northern Parklife, NTP Software, Onaro, Pillar Data Systems, SGI, SUN, Tek-Tools, TeraCloud, Teradata, and Xiotech.

Awards will be made to responsive bidders offering the lowest net delivered prices and the most complete solutions.

Vendors who bid and are awarded for Storage, Tape, and Virtual Tape Infrastructure (including SAN) may offer support products, which may be needed for connectivity or operation. Such products shall be offered under the same pricing schedule as would be offered to the Respondents (manufacturer's) largest volume customers. The products price list shall be included and submitted with the bid.

It is permissible to add additional infrastructure components, Disc Array Enclosures (DAE's) or Just a Bunch of Discs (JBOD's) for expansion of existing Storage, or as apart of any new storage infrastructure as needed or required. Prices for these expansions shall be specified in the price sheets in Attachment 1.

6.6.1 Category Specific Standard Support Level Requirements for Storage, Tape, and Virtual Tape Infrastructure will include:

- a. Inside delivery, with buyer set-up and installation - Note: If dealer setup and install is required by the vendor in any capacity it must be included as part of the standard support level.
- b. Minimum 3 year exact or comparable replacement if no exact replacement is available and repair warranty for all components. Replacement and repair parts MUST be new parts and not refurbished.
- c. Hard disk replacements do not require returning faulty disks, as they may contain sensitive and confidential state data and tapes that may be stuck in tape drives must be removed by the technicians supplied by the vendor before tape drive hardware can be returned to the vendor as the tapes also hold confidential information.
- d. Service response time of 4 hours after receipt of call including part delivery and onsite technician if needed or required.
- e. A maximum two business days repair time, on site and/or after receipt of equipment at repair facility. If unable to comply with in the repair window replacements with exact or comparable equipment should occur immediately. Replacement and repair parts MUST be new parts and not refurbished.
- f. Toll free telephone support and information 24/7/365 days a year.
- g. 60-day money back guarantee, return to vendor with vendor paid shipping, with no restocking fee or comparable charge. Replacements for damaged equipment (received upon delivery) will be shipped within 2 business days. Vendor will be responsible for any costs including shipping to return damaged hardware or receive replacement hardware.
- h. Automated Email/Modem connectivity for fault notification.

6.6.2 Category Specific Optional Support Requirements which may be bid under the Standard Support Level includes:

- a. Dealer set-up and installation - If this is required by the dealer to certify the operation, technical, or non technical support of equipment then it MUST be included in the standard support level.
- b. Warranty upgrade, (beyond 3 years) to the End of Life of the hardware. Warranty upgrade may be purchased at time of purchase or at any time during the warranty period. Storage Components can in some case span generations of hardware. Warranty extensions to these parts would then inherit the support time frames of the upgraded core hardware.
- c. Warranty service response upgrade; e.g., on site 2 hour response.
- d. Yearly health checks should be considered as possible additions to the standard support level.
- e. A dedicated Technical Account Manager that monitors and addresses various issues that may arise.

6.6.3 Category Requirements

6.6.3.1 Storage Enterprise Tier:

- a. Storage Devices must support RAID 0, 1, 3, 5, 6, 10, 50, 60
- b. Must have redundant paths to devices.
- c. Must have redundant power supplies or N+1 configuration.
- d. Must have modular power 110-220.
- e. Redundancy in Storage Processors.

- f. Hot firmware upgrades.
- g. Ability to do data in place upgrades.
- h. Automatic Cache protection, (such as Cache De-staging to Disk.)
- i. Replication and Snapshot capabilities within Array.

6.6.3.2 Storage Mid Tier:

- a. Storage Devices must support RAID 0, 1, 5, 10
- b. Must have redundant paths to devices.
- c. Must have redundant power supplies or N+1 configuration.
- d. Must have modular power 110-220.
- e. Redundancy in Storage Processors.

6.6.3.3 Storage Entry Tier:

- a. Must have redundant power supplies or N+1 configuration.
- b. Must have modular power 110-220.
- c. Must run off of a dedicated RAID Card if Direct Attach Storage (DAS) attached to Network Attached Storage (NAS).

6.6.3.4 Enterprise Tier Tape Devices:

- a. Tape and Virtual Tape devices must support encryption.
- b. Tape and Virtual Tape devices must support several Backup Applications: BackupExec, CommVault Galaxy, Legato Networker, NetBackup, etc.
- c. Must have N+1 power configuration
- d. Must have modular power 110-220.
- e. Must have redundant paths to hardware.
- f. Must have automatic email fault notification.

6.6.3.5 Mid and Entry Tape Devices

- a. Tape and Virtual Tape devices must support encryption. Tape or Software
- b. Tape and Virtual Tape devices must support several Backup Applications: BackupExec, CommVault Galaxy, Legato Networker, NetBackup, etc.
- c. Must have Modular power 110-220

6.7 CATEGORY 5 Uninterruptible Power Systems and Batteries

Awards will be made to responsive bidders offering the lowest net delivered prices for the most complete line of uninterruptible power systems, surge protectors, and batteries.

Vendors who bid and are awarded uninterruptible power supplies may offer support products, which may be needed for connectivity or operation where installed. Such products shall be offered under the same pricing schedule as would be offered to the Respondents (manufacturer's) largest volume customers. The products price list shall be submitted with the bid.

6.7.1 Category Specific Standard Support Level Requirements for Uninterruptible Power Systems include:

- a. Minimum 2-year replacement or repair warranty (or manufacturer standard warranty if greater than 2-years), with return-to-factory, service center, or vendor.
- b. Service response time of 4 hours after receipt of call
- c. Maximum two (2) business days repair time, after receipt at repair facility, or replace with Comparable equipment (replace with new equipment only during warranty period).

6.7.2 Category Specific Optional Support Requirements which may be bid under the Standard Support Level includes:

- a. Warranty upgrade, beyond year 2 (to 5-years or beyond). Warranty upgrade may be purchased at time of UPS purchase or at anytime during the warranty period.
- b. Warranty service response upgrade; e.g., on site, 2 hour response, or next business day.

6.7.3 Category Requirements

- a. Provides power capacity and run time for connected equipment that require battery back-up while providing surge only protection for less critical equipment
- b. Able to correct low and high voltage conditions without using the battery.
- c. Provides protection of connected equipment from power surges on the data lines.
- d. Protects connected loads from surges, spikes, lightning, and other power disturbances.
- e. Provides notification of changing utility power and UPS conditions.
- f. Unit must automatically start up the connected equipment upon the return of utility power.
- g. Unit must provide options for rack mount or stand alone to meet facility requirements
- h. Unit must be a true online sine wave system
- i. Unit shall support 3-Phase In
- j. Unit must provide battery self-test to ensure early detection of a battery that needs to be replaced.
- k. Unit must support hot-swappable battery modules where applicable.
- l. Unit must have system and power status visual indicators.
- m. Unit must provide temporary battery power when the utility power is out.
- n. Unit must ensure clean, uninterrupted power to protected equipment while batteries are being replaced
- o. Unit must provide a quick recovery from overload events.
- p. Unit must protect equipment with input transformer blocks without blocking access to other receptacles.
- q. Unit must provide the ability to adapt the UPS for optimal performance in specific power environments or generator applications.
- r. Unit must provide for maximum useful battery life by widening the input voltage window or tightening the output voltage regulation.
- s. The UPS solution shall have built-in maintenance bypass mechanism
- t. The UPS solution shall have built-in surge suppression capability
- u. The UPS solution shall provide a modular growth design with N+1 redundancy.

As a response to these requirements (a-u above), the State requires the Respondent to supply a matrix showing the equipment (product, item) proposed, MSRP price, State of Florida Discount, final State of Florida Price. In addition, Respondents shall provide simple notation on which of the requirements are NOT MET depending upon equipment (product, item), size, intended use, etc.

6.7.4 Battery Capacity

At a minimum, the Respondent shall quote a system with sufficient battery capacity to provide a run time of fifteen (15) minutes at 100% load and thirty (30) minutes, or more, at a 50% load or match the facility's current capacity levels.

7.0 ATTACHMENTS

ATTACHMENT 1	PRICING SPREADSHEETS
ATTACHMENT 2	ELECTRONIC INVOICING REQUIREMENTS MyFloridaMarketPlace (MFMP)
ATTACHMENT 3	ORDERING INSTRUCTIONS FORM
ATTACHMENT 4	EVALUATION FORM
ATTACHMENT 5	CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM.
ATTACHMENT 6	PRODUCT UPDATE FORM

Industry Solutions

IT Hardware - Networking Structure

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RESOURCES FOR STATE &
LOCAL GOVERNMENT

CISCO-STATE OF FLORIDA

**IT Hardware - Networking
Structure****Managed Services -
Telephony Equipment
and Services****State of Florida Authorized
Resellers**Contract Number: 250-000-09-1
Contract Term Dates: SEP-08-2008 to SEP-
07-2011Category 2: LAN/WAN Infrastructure
Equipment

Category 3: Firewalls, VPNs



A B C D E F G H I J K L M N O P Q R S T U V W

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Vendor FEIN: 58-2511384
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Group/BIGWireless, LLC**
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CDW Government, Inc.
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371423912-002
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Phone Number: 678-456-6986
Toll Free Number: 877-462-3227
Fax Number: 678-456-6756
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Phone Number: 407-481-8600 ext.
2006
Toll Free Number: 800-345-7743 ext.
2006
Fax Number: 407-650-0996
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Fax Number: 850-219-7919
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FL Minority Business Designation: R
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Chicago, IL 60675-1515

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Orders
State of FL Vendor Number: F-
593309656-003
Mailing Address: 20 North Orange
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Toll Free Number: 800-345-7743
Fax Number: 407-650-0999
Email Address: orders@ctiusa.com
Internet Address: www.ctiusa.com
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Remit Address: 1453 Pysphere Circle
Chicago, IL 60674-0014

Customers should direct orders to:
George Dalton, Embarq Corp.
State of FL Vendor Number: F-
202975500-003
Mailing Address: 1313 Blair Stone
Road
Tallahassee, FL 32301
Phone Number: 850-599-1149
Fax Number: 850-847-0940
Mobile: 850-459-5234
Email Address:
george.a.dalton@embarq.com
Internet Address: www.embarq.com
Remit Address: 1313 Blair Stone Road
Tallahassee, FL 32301

Customers should direct orders to: Rita
Bradford
State of FL Vendor Number: F-
593595050-004
Mailing Address: 607 North 21 Avenue
Hollywood, FL 33020
Phone Number: 954-678-1290
Fax Number: 954-212-3132
Email Address: rb@ensc.com
Internet Address: www.ensc.com
Remit Address: 607 North 21 Avenue
Hollywood, FL 33020

Customers should direct orders to:
Aileen Christiansen
State of FL Vendor Number: F-
611406539-002
Mailing Address: 253 Pine Ave N.
Building B
Oldsmar, FL 34677
Phone Number: 813-855-3909 Ext. 103
Fax Number: 813-855-3922
Email Address:
sales@extensysinc.com
Internet Address:
www.extensysinc.com
Remit Address: 253 Pine Ave N.
Building B
Oldsmar, FL 34677

Customers should direct orders to:
Dann Hildahl
State of FL Vendor Number: F-
521837891-005
Mailing Address: 732 Milford Rd.
Merrimack, NH 03054
Phone Number: 800-800-0019
Toll Free Number: 800-800-0019
Fax Number: 603-683-1084
Email Address:
dhildahl@govconnection.com
Internet Address:
www.govconnection.com
Remit Address: Box 81018
Woburn, MA 01813-1018

Customers should direct orders to:
GTSI Corp
State of FL Vendor Number: F-
541248422-036
Mailing Address: 3901 Stonecroft Blvd
Chantilly, VA 20151
Phone Number: 703-502-2913
Toll Free Number: 800-999-4874
Fax Number: 703-502-2357
Email Address:

Fax Number: 703-885-4496
Email Address: sally.cook@qtsi.com

sean.ordorff@qtsi.com
Internet Address: www.qtsi.com
Remit Address: PO Box 79296
Baltimore, MD 21279-0296

Hayes e-Government Resources Inc.
FL Minority Business Designation: M
(Woman-owned, Certified)
Vendor FEIN: F-593633709-015
Contact: Mike Love
Title: Chief of Operations
Street Address: 2473 Care Drive
Tallahassee, FL 32308
Phone Number: 850-297-0551
Toll Free Number: 800-825-9390
Fax Number: 850-297-0644
Email Address: mlove@hcs.net

Customers should direct orders to:
Sean Johnson
State of FL Vendor Number: F-593633709-008
Mailing Address: 2473 Care Drive
Tallahassee, FL 32308
Phone Number: 850-297-0551
Toll Free Number: 800-825-9390
Fax Number: 850-297-0644
Email Address: sjohnson@hcs.net
Internet Address: www.hcs.net
Remit Address: 2473 Care Drive
Tallahassee, FL 32308

Insight Public Sector, Inc.
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 36-3949000
Contact: Dewey Hudson
Title: Account Sales Representative
Street Address: 105 West Fifth Avenue
Tallahassee, FL 32303
Phone Number:
Toll Free Number: 800-491-6622
Fax Number: 850-222-3457
Email Address: dewey.hudson@insight.com

Customers should direct orders to:
Dewey Hudson
State of FL Vendor Number: F-363949000-027
Mailing Address: 105 West Fifth Avenue
Tallahassee, FL 32303
Phone Number:
Toll Free Number: 800-491-6622
Fax Number: 850-222-3457
Email Address: dewey.hudson@insight.com
Internet Address: www.ips.insight.com
Remit Address: P.O. Box 713096
Columbus, OH 43271-3096

i-Tech Support, Inc.
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 59-3666053
Contact: Daniel Stockman
Title: VP & COO
Street Address: 151 Southnail Lane,
Suite 250
Maitland, FL 32751
Phone Number: 407-265-2000
Toll Free Number: 888-298-9696
Fax Number: 407-667-0797
Email Address: daniel.stockman@i-techsupport.com

Customers should direct orders to:
Richard Vaughn
State of FL Vendor Number: F-593666053-002
Mailing Address: 151 Southnail Lane,
Suite 250
Maitland, FL 32751
Phone Number: 407-265-2000
Toll Free Number: 888-298-9696
Fax Number: 407-667-0797
Email Address: richard.vaughn@i-techsupport.com
Internet Address: www.i-techsupport.com
Remit Address: 151 Southnail Lane,
Suite 250
Maitland, FL 32751

JDL Technologies
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 41-1662897
Contact: Kathy Hanes
Title: Operations Manager
Street Address: 5450 NW 33rd Avenue,
Suite 106
Fort Lauderdale, FL 33309
Phone Number: 954-334-0650
Toll Free Number: 888-493-7833
Fax Number: 954-334-0649
Email Address: khanes@jdltech.com

Customers should direct orders to:
Kathy Hanes
State of FL Vendor Number: F-411662897-003
Mailing Address: 5450 NW 33rd Avenue, Suite 106
Fort Lauderdale, FL 33309
Phone Number: 954-334-0650
Toll Free Number: 888-493-7833
Fax Number: 954-334-0649
Email Address: khanes@jdltech.com
Internet Address: www.jdltech.com
Remit Address: 10900 Red Circle Drive
Minnetonka, MN 55343

Kennedy Communications, LLC
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 59-3412290
Contact: Scott Kennedy
Title: President/General Manager
Street Address: 426 SW Commerce Drive, Suite 145
Lake City, FL 32025
Phone Number: 386-752-9765
Toll Free Number: 877-453-6633
Fax Number: 386-758-9922
Email Address: scott@kennedycommunication.com

Customers should direct orders to:
Scott Kennedy
State of FL Vendor Number: F-593412290-003
Mailing Address: 426 SW Commerce Drive, Suite 145
Lake City, FL 32025
Phone Number: 386-752-9765
Toll Free Number: 877-453-6633
Fax Number: 386-758-9922
Email Address: scott@kennedycommunication.com
Internet Address: www.kennedycommunication.com
Remit Address: 426 SW Commerce Drive, Suite 145
Lake City, FL 32025

Mainline Information Systems, Inc.
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 59-2960721
Contact: Cheryl Schuh
Title: Director of Marketing & Vendor Relations
Street Address: 1700 Summit Lake Drive
Tallahassee, FL 32317
Phone Number: 850-219-5000
Toll Free Number: 800-811-4429
Fax Number: 888-381-6851
Email Address: cheryl.schuh@mainline.com

Customers should direct orders to:
Cheryl Schuh
State of FL Vendor Number: F-592960721-020
Mailing Address: 1700 Summit Lake Drive
Tallahassee, FL 32317
Phone Number: 727-388-1026
Toll Free Number: 800-811-4429
Fax Number: 888-381-6851
Email Address: cheryl.schuh@mainline.com
Internet Address: www.mainline.com
Remit Address: P.O. Box 462989
Atlanta, GA 30384-2989

NetAge, Inc.
FL Minority Business Designation: H
(African-American, Certified)
Vendor FEIN: 59-3329894
Contact: Guru Halady
Title: President

Customers should direct orders to:
Patricia Chandrasegar
State of FL Vendor Number: F-593329894-004
Mailing Address: 9951 Atlantic Blvd., Suite 310

Street Address: 9951 Atlantic Blvd.,
Suite 310
Jacksonville, FL 32225
Phone Number: 904-899-4290
Toll Free Number: 800-821-0318
Fax Number: 904-855-0369
Email Address:
ghalady@netageinc.com

Jacksonville, FL 32225
Phone Number: 904-899-4291
Toll Free Number: 800-821-0318
Fax Number: 904-855-0369
Email Address:
pchandir@netageinc.com
Internet Address: www.netageinc.com
Remit Address: c/o IFSC
P.O. Box 90348
Chicago, IL 60696-0348

NexusIS, Inc.
Vendor FEIN: F-200549497-001
Contact: Heather Buell
Title: Account Manager
Street Address: 1218 Cornerstone
Court
Orlando, FL 32835
Phone Number: 407-919-8890
Toll Free Number: 800-536-2400
Fax Number: 661-362-7496
Mobile: 407-919-8890
Email Address:
heather.buell@nexusis.com

Customers should direct orders to:
Heather Buell
State of FL Vendor Number: F-
200549497-001
Mailing Address: 1218 Cornerstone
Court
Orlando, FL 32835
Phone Number: 407-919-8890
Toll Free Number: 800-536-2400
Fax Number: 661-362-7496
Email Address:
heather.buell@nexusis.com
Internet Address: www.nexusis.com
Remit Address: 27202 W. Tumberry
Lane, Suite 100
Valencia, CA 91355

Pomeroy IT Solutions
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 61-1352158
Contact: Steven Charlton
Title: Account Manager
Street Address: 6950 Philips Hwy,
Suite 41
Jacksonville, FL 32216-6087
561-376-4903
Email Address:
scharlton@pomeroy.com

Kirk Wigfall
State of FL Vendor Number: F-
611352158-004
Mailing Address: 6950 Philips Hwy,
Suite 41
Jacksonville, FL 32216-6087
800-846-6727 Ext. 2117
800-846-8727 Ext. 2117
866-308-3423
Email Address: kwigfall@pomeroy.com
Internet Address: www.pomeroy.com
Remit Address: 1050 Elijah Creek
Road
Hebron, KY 41048

Presidio Networked Solutions, Inc.
FL Minority Business Designation: R
(Woman-owned, Non-certified)
Vendor FEIN: 58-1667855
Contact: Etroy Caldwell
Title: Managing Director
Street Address: 7601 Ora Glen Drive,
Suite 100
Greenbelt, MD 20770
Phone Number: 850-385-8474
Fax Number: 850-219-2446
Email Address:
ecaldwell@presidio.com

Customers should direct orders to:
Presidio Networked Solutions, Inc.
State of FL Vendor Number: F-
581667855-014
Mailing Address: 7601 Ora Glen Drive,
Suite 100
Greenbelt, MD 20770
Phone Number: 301-313-2000
Toll Free Number: 800-452-6926
Fax Number: 301-313-0620
Email Address:
insidesales@presidio.com
Internet Address: www.presidio.com
Remit Address: P.O. Box 822169
Philadelphia, PA 19182-2169

Prosys
FL Minority Business Designation: R
(Woman-owned, Non-certified)
Vendor FEIN: 53-2302467
Contact: Michael Hritz
Title: VP of Florida
Street Address: 7700 Congress
Avenue, Suite 3115
Boca Raton, FL 33487
Phone Number: 561-693-0231
Toll Free Number: 800-891-3868
Fax Number: 561-693-0239
Email Address: mhritz@prosysis.com

Prosys - Public Sector Group
State of FL Vendor Number: F-
582302467-011
Mailing Address: 1801 Hermitage Blvd,
Suite 170
Tallahassee, FL
Phone Number: 850-385-1135
Toll Free Number: 800-891-3868
Fax Number: 850-385-0569
Email Address: mhritz@prosysis.com
Internet Address: www.prosysis.com
Remit Address: P.O. Box 536761
Atlanta, GA 30353-6761

Qoncert, LLC
Vendor FEIN: 20-0450407
Contact: Marie Molyneux
Title: Director of Operations
Street Address: 5110 Eisenhower Blvd
Suite 360
Tampa, FL 33634
Phone Number: 813-387-5411
Toll Free Number: 866-272-6638
Cell: 813-309-2212
Fax Number: 813-387-5439
Email Address: lrossi@qoncert.com

Lou Rossi
State of FL Vendor Number: F-
200450407-002
Mailing Address: 401 Lookout Point
Drive
St. Augustine, FL 32080
Phone Number: 813-387-5401
Toll Free Number: 866-272-6638
Fax Number: 813-387-5439
Email Address: lrossi@qoncert.com
Internet Address: www.qoncert.com
Remit Address: 401 Lookout Point
Drive
St. Augustine, FL 32080

Ronco Communications & Electronics, Inc.
Vendor FEIN: F160905768-001
Contact: David Witczak
Title: Cisco Business Development
Manager
Street Address: 1525 NW 3rd Street,
Suite 4
Deerfield Beach, FL 33442
Phone Number: 954-283-8671
Fax Number: 954-426-9366
Cell: 954-298-2937
Email Address: dwticzak@ronco.net

Sharon Hall
State of FL Vendor Number: F-
160905768-007
Mailing Address: 5453 West Waters,
Suite 101
Tampa, FL 33634
Phone Number: 813-769-6037
Fax Number: 813-680-0496
Email Address: shhall@ronco.net
Internet Address: www.ronco.net
5453 West Waters, Suite 101
Tampa, FL 33634

TekLinks, Inc.
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 63-1247749
Contact: Mike Girouard
Title: VP of Sales

TekLinks, Inc.
State of FL Vendor Number: F-
631247749-003
Mailing Address: 201 Summit Parkway
Birmingham, AL 35209
Phone Number: 205-314-6600

Street Address: 201 Summit Parkway
Birmingham, AL 35209
Phone Number: 205-314-6600
Fax Number: 205-940-9067
Email Address:
mquirard@teklinks.com

Fax Number: 205-940-9067
Email Address:
mquirard@teklinks.com
Internet Address: www.teklinks.com
Remit Address: 201 Summit Parkway
Birmingham, AL 35209

The Revere Group LTD
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 36-3796100
Contact: Scott Anderton
Title: Vice President
Street Address: 2000 Alden Road
Orlando, FL 32803
Phone Number: 407-897-7380
Fax Number: 407-897-7376
Email Address:
sanderton@reveregroup.com

Scott Anderton
State of FL Vendor Number: F-
363796100-003
Mailing Address: 2000 Alden Road
Orlando, FL 32803
Phone Number: 407-897-7380
Fax Number: 407-897-7376
Email Address:
sanderton@reveregroup.com
Internet Address:
www.reveregroup.com
Remit Address: 2000 Alden Road
Orlando, FL 32803

Verizon Select Services, Inc
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 16-1337624
Contact: Maggie Nolan
Title: Sales Support
Street Address: 3608 Queen Palm Dr
Tampa, FL 33619
Phone Number: 813-829-2747
Fax Number: 813-829-7890
Email Address:
maggie.nolan@verizonbusiness.com

Customers should direct orders to:
Maggie Nolan
State of FL Vendor Number: F-
161337624-008
Mailing Address: 3608 Queen Palm Dr
Tampa, FL 33619
Phone Number: 813-829-2747
Fax Number: 813-829-7890
Email Address:
maggie.nolan@verizonbusiness.com
Internet Address:
www.verizonbusiness.com
Remit Address: 6665 N. MacArthur
Blvd.
Irving, TX 75039

Veytec, Inc
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 59-1741135
Contact: Floyd Henson
Title: CEO
Street Address: 3855 St. Valentine
Way
Orlando, FL 32811
Phone Number: 407-849-6391
Toll Free Number: 800-678-8888
Fax Number: 407-849-0461
Email Address: fhenson@veytec.com

Customers should direct orders to:
Eddie Perry
State of FL Vendor Number: F-
591741135-004
Mailing Address: 3855 St. Valentine
Way
Orlando, FL 32811
Phone Number: 407-849-6391
Toll Free Number: 800-678-8888
Fax Number: 407-849-6391
Email Address: eperry@veytec.com
Internet Address: www.veytec.com
Remit Address: 3855 St. Valentine Way
Orlando, FL 32811

WAVENet Technologies, Inc
FL Minority Business Designation: A
(Non-minority)
Vendor FEIN: 59-3545723
Contact: Nigel Loss
Title: President
Street Address: 106 East Gregory St
Pensacola, FL 32502
Phone Number: 850-439-0090
Toll Free Number: 866-255-6500
Fax Number: 850-439-0070
Email Address: nlos@wavenet.com

Customers should direct orders to:
WAVENet Technologies, Inc
State of FL Vendor Number: F-
593545723-006
Mailing Address: 106 East Gregory St
Pensacola, FL 32502
Phone Number: 850-439-0090
Toll Free Number: 866-255-6500
Fax Number: 850-439-0070
Email Address: nlos@wavenet.com
Internet Address: www.wavenet.com
Remit Address: P.O. Box 4416
Fort Walton Beach, FL 32549-4416

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Nexus IS
1218 Cornerstone Court
Orlando, FL 32835
Remit PO to: Heather Buell
heather.buell@nexusis.com
407-919-8890

City of Deltona
2345 Providence Blvd
Deltona, FL 32725
Att: Robert Cordero
rcordero@deltonafl.gov
386-878-8802

Quote ID A-54721

3 Year Cisco Maintenance

Product	Coverage	Serial	Start	End	Qty	Extended	Contract	Service Level
Cisco Three Year SmartNet Quote 2055523								
CM4.1-K9-7835	CON-ESW-CM4-7835	software	01-Oct-2010	31-May-2011	1	\$ 1,001.88	90617170	Essential SW
ICD-3.0-ENH-BS	CON-ESW-ICD3XEBS	software	01-Oct-2010	31-Jul-2011	1	\$ 1,941.77	90617170	Essential SW
L-CM7.0-7835=	CON-ESW-LC77835	software	01-Oct-2010	30-Sep-2013	1	\$ 4,533.30	90617170	Essential SW
UNITY7-USR-E100=	CON-ESW-UN7URE1C	software	01-Oct-2010	30-Sep-2013	2	\$ 4,320.00	90617170	Essential SW
AIR-LAP1142N-A-K9	CON-SNT-1142NAK	FTX1333S287	15-Mar-2011	30-Sep-2013	1	\$ 183.45	90617171	8x5x Next Business Day
AIR-LAP1142N-A-K9	CON-SNT-1142NAK	FTX1333S711	15-Mar-2011	30-Sep-2013	1	\$ 183.45	90617171	8x5x Next Business Day
AIR-LAP1142N-A-K9	CON-SNT-1142NAK	FTX1332SCFE	15-Mar-2011	30-Sep-2013	1	\$ 183.45	90617171	8x5x Next Business Day
AIR-LAP1142N-A-K9	CON-SNT-1142NAK	FTX1332SCFJ	15-Mar-2011	30-Sep-2013	1	\$ 183.45	90617171	8x5x Next Business Day
AIR-WLC4402-12-K9	CON-SNT-WC440212	FOC1332F012	15-Mar-2011	30-Sep-2013	1	\$ 1,834.52	90617171	8x5x Next Business Day
CP-7936	CON-SNT-CP7936	00E075249FE3	01-Oct-2010	30-Sep-2013	1	\$ 129.60	90617171	8x5x Next Business Day
MCS-7835-H2-ECS1	CON-SNTP-7835EOS	USE801N2KP	01-Oct-2010	30-Sep-2013	1	\$ 5,564.70	90617168	Premium 24x7x4
MCS-7835-H2-IPC1	CON-SNTP-35H2IPC1	USE745N963	01-Oct-2010	30-Sep-2013	1	\$ 4,768.20	90617168	Premium 24x7x4
MCS-7835-H2-IPC1	CON-SNTP-35H2IPC1	USE745N96V	01-Oct-2010	30-Sep-2013	1	\$ 4,768.20	90617168	Premium 24x7x4
VS-C6509E-S720-10G	CON-SNTP-V6509E72	SMG1240N6PX	01-Oct-2010	30-Sep-2013	1	\$ 29,484.00	NEW	Premium 24x7x4
WS-C2960S-48FPS-L	CON-SNTP-2960S4FS	FOC1419Z096	31-Oct-2010	30-Sep-2013	1	\$ 1,365.53	NEW	Premium 24x7x4
WS-C3750G-24T-E	CON-SNTP-3750G24TE	FDO1341Y00D	31-Oct-2010	30-Sep-2013	1	\$ 3,524.13	NEW	Premium 24x7x4
WS-C3750G-24T-E	CON-SNTP-3750G24TE	FDO1341Y02G	31-Oct-2010	30-Sep-2013	1	\$ 3,524.13	NEW	Premium 24x7x4
WS-C3750G-24TS-E1U	CON-SNTP-3750GE1U	FOC1041Y09T	01-Oct-2010	30-Sep-2013	1	\$ 3,987.90	NEW	Premium 24x7x4
WS-C4503-E	CON-SNTP-C4503E	SPE115200NW	01-Oct-2010	30-Sep-2013	1	\$ 7,619.40	NEW	Premium 24x7x4
WS-C4507R	CON-SNTP-WS-C4507	FOX11041DUV	01-Oct-2010	30-Sep-2013	1	\$ 11,966.40	NEW	Premium 24x7x4
ASA5520-AIP20-K9	CON-SU1-AS2A20K9	JMX1144L154	01-Oct-2010	30-Sep-2013	1	\$ 8,461.80	90618819	IPS Svc, AR Next Business Day
Unity UCSS	L-UCSS-MSG				1	\$ -		Major Upgrades
	L-UCSS-MSG-3-1				200	\$ 3,600.00		Major Upgrades
Call Manager UCSS	L-UCSS-UCM				1	\$ -		Major Upgrades
	L-UCSS-UCM-3-1				200	\$ 4,680.00		Major Upgrades
Total						\$ 107,809.26		

Florida State Contract 250-000-09-1
730-000-09-1

NOTE: Items above are for manufacturer Cisco SmartNet coverage ONLY. Nexus IS will be responsible for contract administration and account association to authorized Deltona staff CCO profiles.

Subject to the Following Terms:

Buyer shall pay to Seller the Total Investment Price indicated above. Terms of payment shall be:

1. Customer Purchase Order No. _____
2. 100% Billed on Net 30 Terms

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

City of Deltona Authorizing Signature

NEXUS IS, INC. Signature

Printed Name

Title

Date